

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re	:	Chapter 11
	:	
DPH HOLDINGS CORP., <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Reorganized Debtors.	:	(Jointly Administered)
	:	
-----	X	

AFFIDAVIT OF SERVICE

I, Darlene Calderon, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants LLC, the Court appointed claims and noticing agent for the Reorganized Debtors in the above-captioned cases.

On October 14, 2010, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via electronic notification, and (ii) upon the party listed on Exhibit B hereto via postage pre-paid U.S. mail:

- 1) Reorganized Debtors' Omnibus (I) Reply to FKMT, LLC f/k/a Monarch Transport, LLC's Response to Reorganized Debtors' Motion for an Order to Enforce Modified Plan and Modification Approval Order Injunction Against FKMT, LLC f/k/a Monarch Transport, LLC (Docket No. 20445) and (II) Objection to FKMT, LLC f/k/a Monarch Transport, LLC's (A) Motion to Lift Plan Injunction (Docket No. 20444) and (B) Motion for Declaration That the Administrative Expense Claims Bar Date Does Not Apply (Docket No. 20482) (Docket No. 20670) [a copy of which is attached hereto as Exhibit C]
- 2) Notice of Adjournment of Claims Objection Hearing with Respect to Debtors' Objection to Proofs of Claim Numbers 10123 and 10393 Filed by the Heraeus Entities ("Notice of Adjournment of Claims Objection Hearing as to Proofs of Claim Numbers 10123 and 10393") (Docket No. 20671) [a copy of which is attached hereto as Exhibit D]

On October 14, 2010, I caused to be served the document listed below upon the parties listed on Exhibit E hereto via overnight mail:

- 3) Reorganized Debtors' Omnibus (I) Reply to FKMT, LLC f/k/a Monarch Transport, LLC's Response to Reorganized Debtors' Motion for an Order to Enforce Modified Plan and Modification Approval Order Injunction Against FKMT, LLC f/k/a Monarch Transport, LLC (Docket No. 20445) and (II) Objection to FKMT, LLC

f/k/a Monarch Transport, LLC's (A) Motion to Lift Plan Injunction (Docket No. 20444) and (B) Motion for Declaration That the Administrative Expense Claims Bar Date Does Not Apply (Docket No. 20482) (Docket No. 20670) [a copy of which is attached hereto as Exhibit C]

On October 14, 2010, I caused to be served the document listed below upon the parties listed on Exhibit F hereto via overnight mail:

- 4) Notice of Adjournment of Claims Objection Hearing with Respect to Debtors' Objection to Proofs of Claim Numbers 10123 and 10393 Filed by the Heraeus Entities ("Notice of Adjournment of Claims Objection Hearing as to Proofs of Claim Numbers 10123 and 10393") (Docket No. 20671) [a copy of which is attached hereto as Exhibit D]

Dated: October 19, 2010

/s/ Darlene Calderon

Darlene Calderon

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th day of October, 2010, by Darlene Calderon, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: /s/ Vanessa R. Quiñones

Commission Expires: 3/20/11

EXHIBIT A

Post-Emergence Master Service List

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	EMAIL	PARTY / FUNCTION
Barnes & Thornburg LLP	Deborah L. Thorne Kathleen L. Matsoukas	One N Wacker Drive	Suite 4400	Chicago	IL	60606	312-357-1313	dthorne@btlaw.com kmatsoukas@btlaw.com	Counsel to Johnson Controls Battery Group, Inc.; Johnson Controls, Inc. (Power Solutions)
Delphi Automotive Systems LLP	Sean Corcoran Karen Craft David M. Sherbin	5725 Delphi Drive		Troy	MI	48098	248-813-2000	sean.p.corcoran@delphi.com karen.i.craft@delphi.com david.sherbin@delphi.com	Delphi Automotive Systems LLP
DPH Holdings Corp.	John Brooks	5725 Delphi Drive		Troy	MI	48098	248-813-2143	john.brooks@delphi.com	Reorganized Debtors
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq. Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	fgorman@honigman.com rweiss@honigman.com	Counsel to General Motors Corporation
Ruskin Moscou Faltischek PC	Jeffrey A. Wurst, Esq.	1425 RXR Plaza	15th Floor	Uniondale	NY	11556	516-663-6535	jwurst@rmfpc.com	
Skadden, Arps, Slate, Meagher & Flom LLP	Ron E. Meisler	155 N Wacker Drive	Suite 2700	Chicago	IL	60606-1720	312-407-0700	rmeisler@skadden.com	Counsel to the Reorganized Debtor
Weil, Gotshal & Manges LLP	Harvey R. Miller Robert J. Lemons	767 Fifth Avenue		New York	NY	10153	212-310-8500	harvey.miller@weil.com robert.lemons@weil.com	Counsel to General Motors Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Adalberto Cañadas Castillo		Avda Ramon de Carranza	10-1º	Cadiz		11006	Spain	34 956 226 311	adalberto@canadas.com	Representative to DASE
Adler Pollock & Sheehan PC	Joseph Avanzato	One Citizens Plz 8th Fl		Providence	RI	02903		401-274-7200	javanzato@apslaw.com	Attorneys for Fry's Metals Inc. and Specialty Coatings Systems Eft
Airgas, Inc.	David Boyle	259 Radnor-Chester Road, Suite 100	P.O. Box 6675	Radnor	PA	19087-8675		610-902-6028	david.boyle@airgas.com	Counsel to Airgas, Inc.
Akebono Brake Corporaton	Brandon J. Kessinger	310 Ring Road		Elizabethtown	KY	42701		270-234-5580	bkessinger@akebono-usa.com	Representative for Akebono Corporation
Akin Gump Strauss Hauer & Feld, LLP	Christina M. Padien	2029 Centure Park East	Suite 2400	Los Angeles	CA	90067		310-229-1000	cpadien@akingump.com	Counsel to Wamco, Inc.
Akin Gump Strauss Hauer & Feld, LLP	David M Dunn	1333 New Hampshire Ave NW		Washington	DC	20036		202-887-4000	ddunn@akingump.com	Counsel to TAI Unsecured Creditors Liquidating Trust
Akin Gump Strauss Hauer & Feld, LLP	Ira S Dizengoff	One Bryant Park		New York	NY	10036		212-872-1000	idezengoff@akingump.com	Counsel to TAI Unsecured Creditors Liquidating Trust
Allen Matkins Leck Gamble & Mallory LLP	Michael S. Greger	1900 Main Street	Fifth Floor	Irvine	CA	92614-7321		949-553-1313	mgreger@allenmatkins.com	Counsel to Kilroy Realty, L.P.
Alliance for Sustainable Energy LLC	National Renewable Energy Laboratory	Jim Martin Senior Attorney	1617 Golden Blvd MS 1734	Golden	CO	80401		303-384-7497	jim.martin@nrel.gov	Counsel for National Renewable Energy Laboratory
Alston & Bird, LLP	Craig E. Freeman	90 Park Avenue		New York	NY	10016		212-210-9400	craig.freeman@alston.com	Counsel to Cadence Innovation, LLC
Alston & Bird, LLP	Dennis J. Connolly; David A. Wender	1201 West Peachtree Street		Atlanta	GA	30309		404-881-7269	dconnolly@alston.com dwender@alston.com	Counsel to Cadence Innovation, LLC, PD George Co, Furukawa Electric Company, Ltd., and Furukawa Electric North America APD, Inc.
American Axle & Manufacturing, Inc.	Steven R. Keyes	One Dauch Drive, Mail Code 6E-2-42		Detroit	MI	48243		313-758-4868	steven.keyes@aam.com	Representative for American Axle & Manufacturing, Inc.
Anglin, Flewelling, Rasmussen, Campbell & Trytten, LLP	Mark T. Flewelling	199 South Los Robles Avenue	Suite 600	Pasadena	CA	91101-2459		626-535-1900	mtf@afrc.com	Counsel to Stanley Electric Sales of America, Inc.
Arent Fox PLLC	Robert M. Hirsh	1675 Broadway		New York	NY	10019		212-484-3900	Hirsh.Robert@arentfox.com	Counsel to Pullman Bank and Trust Company
Arnall Golden Gregory LLP	Darryl S. Laddin	171 17th Street NW	Suite 2100	Atlanta	GA	30363-1031		404-873-8120	dladdin@agg.com	Counsel to Daishinku (America) Corp. d/b/a KDS America ("Daishinku"), SBC Telecommunications, Inc. (SBC)
Arnold & Porter LLP	Joel M. Gross	555 Twelfth Street, N.W.		Washington	D.C.	20004-1206		202-942-5000	joel_gross@aporter.com	Counsel to CSX Transportation, Inc.
ATS Automation Tooling Systems Inc.	Carl Galloway	250 Royal Oak Road		Cambridge	Ontario	N3H 4R6	Canada	519-653-4483	cgalloway@atsautomation.com	Company
Balch & Bingham LLP	Eric T. Ray	PO Box 306		Birmingham	AL	35201		205-251-8100	eray@balch.com	Attorney for Alabama Power Company
Barack, Ferrazzano, Kirschbaum & Nagelberg LLP	Kimberly J. Robinson	200 W Madison St Ste 3900		Chicago	IL	60606		312-984-3100	kim.robinson@bfkn.com	Counsel to Motion Industries, Inc., EIS, Inc. and Johnson Industries, Inc.
Barack, Ferrazzano, Kirschbaum & Nagelberg LLP	William J. Barrett	200 W Madison St Ste 3900		Chicago	IL	60606		312-984-3100	william.barrett@bfkn.com	Counsel to Motion Industries, Inc., EIS, Inc. and Johnson Industries, Inc.
Barnes & Thornburg LLP	Alan K. Mills	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	alan.mills@btlaw.com	Counsel to Mays Chemical Company
Barnes & Thornburg LLP	Damon R Leichty	600 1st Source Bank Center	100 North Michigan	South Bend	IN	46601		574-233-1171	damon.leichty@btlaw.com	Counsel to Bank of America, N.A.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Barnes & Thornburg LLP	David M. Powlen	1000 N West Street	Suite 1200	Wilmington	DE	19801		302-888-4536	david.powlen@btlaw.com	Counsel to Howard County, Indiana
Barnes & Thornburg LLP	Deborah L. Thorne	One North Wacker Drive	Suite 4400	Chicago	IL	60606		312-357-1313	deborah.thorne@btlaw.com	Counsel to Johnson Controls Battery Group, Inc.; Johnson Controls, Inc. (Power Solutions)
Barnes & Thornburg LLP	John T. Gregg	171 Monroe Avenue NW	Suite 1000	Grand Rapids	MI	49503		616-742-3930	jgregg@btlaw.com	Counsel to Priority Health; Clarion Corporation of America; Continental AG and Affiliates
Barnes & Thornburg LLP	Kathleen L. Matsoukas	One North Wacker Drive	Suite 4400	Chicago	IL	60606		312-357-1313	kathleen.matsoukas@btlaw.com	Counsel to Johnson Controls Battery Group, Inc.; Johnson Controls, Inc. (Power Solutions); Howard County, Indiana
Barnes & Thornburg LLP	Mark R. Owens	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	mark.owens@btlaw.com	Counsel to Clarion Corporation of America
Barnes & Thornburg LLP	Michael K. McCrory	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	michael.mccrory@btlaw.com	Counsel to Gibbs Die Casting Corporation; Clarion Corporation of America
Barnes & Thornburg LLP	Patrick E. Mears	171 Monroe Avenue NW	Suite 1000	Grand Rapids	MI	49503		616-742-3936	pmears@btlaw.com	Counsel to Armada Rubber Manufacturing Company, Bank of America Leasing & Leasing & Capital, LLC, & AutoCam Corporation
Barnes & Thornburg LLP	Sarah Quinn Kuhny	600 1st Source Bank Center	100 North Michigan	South Bend	IN	46601		574-233-1171	sarah.kuhny@btlaw.com	Counsel to Bank of America, N.A.
Barnes & Thornburg LLP	Wendy D. Brewer	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	wendy.brewer@btlaw.com	Counsel to Gibbs Die Casting Corporation
Bartlett Hackett Feinberg P.C.	Frank F. McGinn	155 Federal Street	9th Floor	Boston	MA	02110		617-422-0200	ffm@bostonbusinesslaw.com	Counsel to Iron Mountain Information Management, Inc.
Beeman Law Office	Thomas M Beeman	33 West 10th Street	Suite 200	Anderson	IN	46016		765-640-1330	tom@beemanlawoffice.com	Counsel to Madison County (Indiana) Treasurer
Bendinelli Law Office PC	Jerry Sumner	11184 Huron Street	Suite 10	Denver	CO	80234		303-940-9900	js@colawfirm.com michelle@colawfirm.com	Counsel to Jose C Alfaro
Bernstein Litowitz Berger & Grossman	Hannah E. Greenwald	1285 Avenue of the Americas		New York	NY	10019		212-554-1411	hannah@blbglaw.com	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Berry Moorman P.C.	James P. Murphy	535 Griswold	Suite 1900	Detroit	MI	48226		313-496-1200	murph@berrymoorman.com	Counsel to Kamax L.P.; Optrex America, Inc.; GKN Sinter Metals, Inc.
Bialson, Bergen & Schwab	Kenneth T. Law, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	klaw@bbslaw.com	Counsel to UPS Supply Chain Solutions, Inc..

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Bialson, Bergen & Schwab	Lawrence M. Schwab, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	lschwab@bbslaw.com	Counsel to UPS Supply Chain Solutions, Inc.; Solectron Corporation; Solectron De Mexico SA de CV; Solectron Innotronics; Coherent, Inc.; Veritas Software Corporation
Bialson, Bergen & Schwab	Thomas M. Gaa	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	tgaa@bbslaw.com	Counsel to Veritas Software Corporation
Bingham McCutchen LLP	Kate K Simon	One State Street		Hartford	CT	06103		860-240-2700	kate.simon@bingham.com	Counsel to Sumitomo Corporation and Sumitomo Corp. of America
Bingham McHale LLP	Whitney L Mosby	10 West Market Street	Suite 2700	Indianapolis	IN	46204		317-635-8900	wmosby@binghammchale.com	Counsel to Universal Tool & Engineering co., Inc. and M.G. Corporation
Blank Rome LLP	Marc E. Richards	The Chrysler Building	405 Lexington Avenue	New York	NY	10174		212-885-5000	mrichards@blankrome.com	Counsel to DENSO International America, Inc.
Bodman LLP	Ralph E. McDowell	100 Renaissance Center	34th Floor	Detroit	MI	48243		313-393-7592	rmcdowell@bodmanllp.com	Counsel to Freudenberg-NOK; General Partnership; Freudenberg-NOK, Inc.; Flextech, Inc.; Vibracoustic de Mexico, S.A. de C.V.; Lear Corporation; American Axle & Manufacturing, Inc.
Bond, Schoeneck & King, PLLC	Camille W. Hill	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	chill@bsk.com	Counsel to Marquardt GmbH and Marquardt Switches, Inc.; Tessy Plastics Corp.
Bond, Schoeneck & King, PLLC	Charles J. Sullivan	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	csullivan@bsk.com	Counsel to Diemolding Corporation
Bond, Schoeneck & King, PLLC	Stephen A. Donato	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	sdonato@bsk.com	Counsel to Marquardt GmbH and Marquardt Switches, Inc.; Tessy Plastics Corp; Diemolding Corporation
Boult, Cummings, Conners & Berry, PLC	Austin L. McMullen	1600 Division Street, Suite 700	PO Box 34005	Nashville	TN	37203		615-252-2307	amcmullen@bccb.com	Counsel to Calsonic Kansei North America, Inc.; Calsonic Harrison Co., Ltd.
Boult, Cummings, Conners & Berry, PLC	Roger G. Jones	1600 Division Street, Suite 700	PO Box 34005	Nashville	TN	37203		615-252-2307	rjones@bccb.com	Counsel to Calsonic Kansei North America, Inc.; Calsonic Harrison Co., Ltd.
Brembo S.p.A.	Massimiliano Cini	Administration Department via Brembo 25	24035 Curno BG	Bergamo			Italy	00039-035-605-529	massimiliano_cini@brembo.it	Creditor
Brown & Connery, LLP	Donald K. Ludman	6 North Broad Street		Woodbury	NJ	08096		856-812-8900	dludman@brownconnery.com	Counsel to SAP America, Inc.
Buchalter Nemer, A Profesional Corporation	Shawn M. Christianson	333 Market Street	25th Floor	San Francisco	CA	94105-2126		415-227-0900	schristianson@buchalter.com	Counsel to Oracle USA, Inc.; Oracle Credit Corporation
Buchanan Ingersoll & Rooney PC	Mary Caloway	The Brandywine Building	1000 West Street, Suite 1410	Wilmington	DE	19801		302-552-4200	mary.caloway@bjpc.com	Counsel to Fiduciary Counselors
Buchanan Ingersoll & Rooney PC	Peter S. Russ	620 Eighth Ave	23rd Floor	New York	NY	10018		212-440-4400	peter.russ@bjpc.com	Counsel to ATEL Leasing Corp.
Buchanan Ingersoll & Rooney PC	William H. Schorling, Esq.	Two Liberty Place	50 S. 16th St., Ste 3200	Philadelphia	PA	19102		215-665-5326	william.schorling@bjpc.com	Counsel to Fiduciary Counselors
Butzel Long	Cynthia J. Haffey	150 W. Jefferson	Suite 100	Detroit	MI	48226		313-983-7434	haffey@butzel.com	Counsel to Delphi Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Butzel Long	Donald V. Orlandoni	150 W. Jefferson	Suite 100	Detroit	MI	48226		313-225-7063	orlandoni@butzel.com	Counsel to Delphi Corporation
Cadwalader Wickersham & Taft LLP	Jeannine D'Amico	1201 F St NW Ste 1100		Washington	DC	20004		202-862-2452	jeannine.damico@cwt.com	Attorneys for the Audit Committee of Dephi Corporation
Cadwalader Wickersham & Taft LLP	John J. Rapisardi Esq Joseph Zujkowski Esq	One World Financial Center		New York	NY	10281		212-504-6000	john.rapisardi@cwt.com joseph.zujkowski@cwt.com jonathan.greenberg@BASF.COM	Counsel to the Auto Task Force of the U.S. Department of the Treasury
Cahill Gordon & Reindel LLP	Jonathan Greenberg	80 Pine Street		New York	NY	10005		212-701-3000		Counsel to Engelhard Corporation
Cahill Gordon & Reindel LLP	Kevin Burke	80 Pine Street		New York	NY	10005		212-701-3000	kburke@cahill.com	Counsel to Engelhard Corporation
Calfee, Halter & Griswold LLC	Jean R. Robertson, Esq.	1400 McDonald Investment Ctr	800 Superior Ave	Cleveland	OH	44114		216-622-8404	jrobertson@calfee.com	Counsel to Brush Engineered materials
Calinoff & Katz, LLP	Dorothy H. Marinis-Riggio Robert Calinoff	140 East 45th Street	17th Floor	New York	NY	10017		212-826-8800	dhriaggio@gmail.com rcalinoff@candklaw.com	Counsel to Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Alumunim Ellay Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, I
Cantor Colburn LLP	Michael J Rye	20 Church Street	22nd Floor	Hartford	CT	06103-3207		860-286-2929	mrye@cantorcolburn.com	Patent Counsel to Delphi Corporation et al., Debtors and Debtors-in-Possession
Carson Fischer, P.L.C.	Joseph M Fischer Patrick J Kukla	4111 Andover Road	West 2nd Floor	Bloomfield Hills	MI	48302		248-644-4840	brcy@carsonfischer.com	Counsel to Bing Metals Group, LLC; Behr America, Inc.; Findlay Industries; Vitec, LLC
Carson Fischer, P.L.C.	Robert A. Weisberg	4111 Andover Road	West 2nd Floor	Birmingham	MI	48302		248-644-4840	rweisberg@carsonfischer.com brcy@carsonfischer.com	Counsel to Cascade Die Casting Group, Inc.; Behr America, Inc.
Carter Ledyard & Milburn LLP	Aaron R. Cahn	2 Wall Street		New York	NY	10005		212-732-3200	cahn@clm.com	Counsel to STMicroelectronics, Inc.
Chadbourne & Parke LLP	Douglas Deutsch, Esq.	30 Rockefeller Plaza		New York	NY	10112		212-408-5100	ddeutsch@chadbourne.com	Counsel to EagleRock Capital Management, LLC
Clark Hill PLC	Joel D. Applebaum	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8300	japplebaum@clarkhill.com	Counsel to 1st Choice Heating & Cooling, Inc.; BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
Clark Hill PLC	Shannon Deeby	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8300	sdeeby@clarkhill.com	Counsel to BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
Clark Hill PLLC	Robert D. Gordon	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8572	rgordon@clarkhill.com	Counsel to ATS Automation Tooling Systems Inc.
Cleary Gottlieb Steen & Hamilton LLP	Deborah M. Buell	One Liberty Plaza		New York	NY	10006		212-225-2000	maofiling@cqsh.com	Counsel to Amesex Electricos Automotrices, S.A.de C.V.; Cordaflex, S.A. de C.V.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Cleary, Gottlieb, Steen & Hamilton LLP	James L. Bromley	One Liberty Plaza		New York	NY	10006		212-225-2000	maofiling@cqsh.com	Counsel to Bear, Stearns, Co. Inc.; Citigroup, Inc.; Credit Suisse First Boston; Deutsche Bank Securities, Inc.; Goldman Sachs Group, Inc.; JP Morgan Chase & Co.; Lehman Brothers, Inc.; Merrill Lynch & Co.; Morgan Stanley & Co., Inc.; UBS Securities, LLC
Cohen & Grigsby, P.C.	Thomas D. Maxson	11 Stanwix Street	15th Floor	Pittsburgh	PA	15222-1319		412-297-4706	tmaxson@cohenlaw.com	Counsel to Nova Chemicals, Inc.
Cohen, Weiss & Simon LLP	Joseph J. Vitale Babette Ceccotti	330 West 42nd Street		New York	NY	10036		212-356-0238	jvital@cwswy.com bceccotti@cwswy.com	Counsel to International Union, United Automobile, Aerospace and Agriculture Implement Works of America (UAW)
Cohn Birnbaum & Shea P.C.	Scott D. Rosen, Esq.	100 Pearl Street, 12th Floor		Hartford	CT	06103		860-493-2200	srosen@cb-shea.com	Counsel to Floyd Manufacturing Co., Inc.
Connolly Bove Lodge & Hutz LLP	Jeffrey C. Wisler, Esq.	1007 N. Orange Street	P.O. Box 2207	Wilmington	DE	19899		302-658-9141	jwisler@cblh.com	Counsel to ORIX Warren, LLC
Coolidge Wall Co. LPA	Ronald S. Pretekin	33 West First Street	Suite 600	Dayton	OH	45402		937-223-8177	Pretekin@coolaw.com	Counsel to Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Company; Attorneys for Columbia Industrial
Covington & Burling	Susan Power Johnston Aaron R. Marcu	620 Eighth Ave		New York	NY	10018		212-841-1005	sjohnston@cov.com	Special Counsel to the Debtor
Cox, Hodgman & Giarmarco, P.C.	Sean M. Walsh, Esq.	Tenth Floor Columbia Center	101 W. Big Beaver Road	Troy	MI	48084-5280		248-457-7000	swalsh@chglaw.com	Counsel to Nissinbo Automotive Corporation
Curtin & Heefner, LLP	Daniel P. Mazo	250 N. Pennsylvania Avenue		Morrisville	PA	19067		215-736-2521	dpm@curtinheefner.com	Counsel to SPS Technologies, LLC; NSS Technologies, Inc.; SPS Technologies Waterford Company; Greer Stop Nut, Inc.
Curtis, Mallet-Prevost, Colt & Mosle LLP	Cindi Eilbott	101 Park Avenue		New York	NY	10178-0061		212-696-6936	ceilbott@curtis.com	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A. de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Damon & Morey LLP	William F. Savino	1000 Cathedral Place	298 Main Street	Buffalo	NY	14202-4096		716-856-5500	wsavino@damonmorey.com	Counsel to Relco, Inc.; The Durham Companies, Inc.
David P. Martin		519 Energy Center Blvd	Ste 1104	Northport	AL	35401		205-343-1771	davidpmartin@erisacase.com davidpmartin@bellsouth.net	Co-Counsel for David Gargis, Jimmy Mueller, and D. Keith Livingston
Day Pitney LLP	Richard M. Meth	P.O. Box 1945		Morristown	NJ	07962-1945		973-966-6300	rmeth@daypitney.com	Counsel to Marshall E. Campbell Company
Day Pitney LLP	Ronald S. Beacher Conrad K. Chiu	7 Times Square		New York	NY	10036		212-297-5800	rbeacher@daypitney.com cchiu@daypitney.com	Counsel to IBJTC Business Credit Corporation, as successor to IBJ Whitehall Business Credit Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Dechert LLP	Glenn E. Siegel James O. Moore	1095 Avenue of the Americas		New York	NY	10036-6797		212-698-3500	glenn.siegel@dechert.com james.moore@dechert.com	Counsel for Kensington International Limited, Manchester Securities Corp. and Springfield Associates, LLC
Denso International America, Inc.	Carol Sowa	24777 Denso Drive		Southfield	MI	48086		248-372-8531	carol_sowa@denso-diam.com	Counsel to Denso International America, Inc.
DiConza Law, P.C.	Gerard DiConza, Esq.	630 Third Avenue, 7th Floor		New York	NY	10017		212-682-4940	gdiConza@dlawpc.com	Counsel to Tyz-All Plastics, Inc.; Co-Counsel to Tower Automotive, Inc.
Dinsmore & Shohl LLP	John Persiani	1900 Chemed Center	255 East Fifth Street	Cincinnati	OH	45202		513-977-8200	john.persiani@dinslaw.com	Counsel to The Procter & Gamble Company
DLA Piper Rudnick Gray Cary US LLP	Richard M. Kremen Maria Ellena Chavez-Ruark	The Marbury Building	6225 Smith Avenue	Baltimore	Maryland	21209-3600		410-580-3000	richard.kremen@dlapiper.com	Counsel to Constellation NewEnergy, Inc. & Constellation NewEnergy - Gas Division, LLC
Drinker Biddle & Reath LLP	Andrew C. Kassner	18th and Cherry Streets		Philadelphia	PA	19103		215-988-2700	andrew.kassner@dbr.com	Counsel to Penske Truck Leasing Co., L.P.
Drinker Biddle & Reath LLP	David B. Aaronson	18th and Cherry Streets		Philadelphia	PA	19103		215-988-2700	david.aaronson@dbr.com	Counsel to Penske Truck Leasing Co., L.P. and Quaker Chemical Corporation
Duane Morris LLP	Joseph H. Lemkin	744 Broad Street	Suite 1200	Newark	NJ	07102		973-424-2000	jhlemkin@duanemorris.com	Counsel to NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC; and Hosiden America Corporation
Duane Morris LLP	Lewis R Olshin Esq	30 South 17th Street		Philadelphia	PA	19103		215-979-1129	Olshin@duanemorris.com	Counsel to ACE American Insurance Company and Pacific Employers Insurance Company
Duane Morris LLP	Margery N. Reed, Esq.	30 South 17th Street		Philadelphia	PA	19103-4196		215-979-1000	dmdelphi@duanemorris.com mreed@duanemorris.com	Counsel to ACE American Insurance Company and Pacific Employers Insurance Company
Duane Morris LLP	Wendy M. Simkulak, Esq.	30 South 17th Street		Philadelphia	PA	19103-4196		215-979-1547	wmsimkulak@duanemorris.com	Counsel to ACE American Insurance Company and Pacific Employers Insurance Company
Dykema Gossett PLLC	Douglas S Parker	39577 Woodward Ave	Suite 300	Bloomfield Hills	MI	48304		248-203-0703	dparker@dykema.com	Counsel for Federal Screw
Dykema Gossett PLLC	Robert D. Nachman	10 South Wacker Drive	Suite 2300	Chicago	IL	60606		312-876-1700	nachman@dykema.com	Counsel to MJ Celco, Inc.
Dykema Gossett PLLC	Sharon A. Salinas	10 South Wacker Dr	Suite 2300	Chicago	IL	60606		312-627-2199	ssalinas@dykema.com	Counsel to Tremont City Barrel Fill PRP Group
Electronic Data Systems Corporation	Ayala Hassell	5400 Legacy Dr.	Mail Stop H3-3A-05	Plano	TX	75024		212-715-9100	ayala.hassell@eds.com	Representative for Electronic Data Systems Corporation
Ellenberg, Ogier, Rothschild & Rosenfeld, P.C.	Barbara Ellis-Monro	170 Mitchell Street, SW		Atlanta	GA	30303		404-581-3818	bem@eorlaw.com	Counsel to Southwire Company
Entergy Services, Inc.	Alan H. Katz	639 Loyola Ave 26th Fl		New Orleans	LA	70113			akatz@entergy.com	Assistant General Counsel to Entergy Services, Inc

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Epstein Becker & Green PC	Maura I. Russell									Counsel to SPCP Group LLC as agent for Silver Point Capital Fund LP and Silver Point Capital Offshore Fund Ltd
Ettelman & Hochheiser, P.C.	Anthony B. Stumbo	250 Park Ave	11th Floor	New York	NY	10177-1211		212-351-4500	MRussell@ebqlaw.com	
	Gary Ettelman	c/o Premium Cadillac	77 Main Street	New Rochelle	NY	10801		516-227-6300	gettelman@e-hlaw.com	Counsel to Jon Ballin
Faegre & Benson LLP	Elizabeth K. Flaagan	3200 Wells Fargo Center	1700 Lincoln St	Denver	CO	80203-4532		303-607-3694	elflaagan@faegre.com	Counsel to CoorsTek, Inc.; Corus, L.P.
Farrell Fritz PC	Louis A. Scarcella	1320 RexCorp Plaza		Uniondale	NY	11556-1320		516-227-0700	iscarcella@farrellfritz.com	Counsel to Official Committee of Equity Holders
	Patrick T. Collins								pcollins@farrellfritz.com	
Filardi Law Offices LLC	Charles J. Filardi, Jr., Esq.	65 Trumbull Street	Second Floor	New Haven	CT	06510		203-562-8588	charles@filardi-law.com	Counsel to Federal Express Corporation
Finkel Goldstein Rosenbloom & Nash LLP	Ted J. Donovan	26 Broadway	Suite 711	New York	NY	10004		212-344-2929	tdonovan@finkgold.com	Counsel to Pillarhouse (U.S.A.) Inc.
Foley & Lardner LLP	Ann Marie Uetz	500 Woodward Avenue	Suite 2700	Detroit	MI	48226-3489		313-234-7100	auetz@foley.com	Counsel to PBR Tennessee
Foley & Lardner LLP	Jill L. Murch	321 North Clark Street	Suite 2800	Chicago	IL	60610-4764		312-832-4500	jmurch@foley.com	Counsel to Kuss Corporation
Foley & Lardner LLP	John A. Simon	One Detroit Center	500 Woodward Ave Suite 2700	Detroit	MI	48226-3489		313-234-7100	jsimon@foley.com	Counsel to Ernst & Young LLP
Foley & Lardner LLP	John R. Trentacosta								jtrentacosta@foley.com	
	Katherine R. Catanese	500 Woodward Avenue	Suite 2700	Detroit	MI	48226-3489		313-234-7100	kcatanese@foley.com	Counsel to Kautex Inc.
Fox Rothschild LLP	Brian Isen	1301 Atlantic Avenue		Atlantic City	NJ	08401		609-348-2294	bisen@foxrothschild.com	Counsel to M&Q Plastic Products L.P.
Fox Rothschild LLP	Fred Stevens	100 Park Avenue	15th Floor	New York	NY	10017		212-878-7900	fstevens@foxrothschild.com	Counsel to M&Q Plastic Products, Inc.
Frederick T. Rikkers		419 Venture Court	P.O. Box 930555	Verona	WI	53593		608-848-6350	fridders@rikkerslaw.com	Counsel to Southwest Metal Finishing, Inc.
Frost Brown Todd LLC	Ronald E. Gold	2200 PNC Center	201 East Fifth Street	Cincinnati	OH	45202-4182		513-651-6156	rgold@fbtlaw.com	Counsel to AKS Receivables, LLC
Fulbright & Jaworski LLP	David A. Rosenzweig	666 Fifth Avenue		New York	NY	10103-3198		212-318-3000	drosenzweig@fulbright.com	Counsel to Southwest Research Institute
Fulbright & Jaworski LLP	Michael M. Parker	300 Convent St Ste 2200		San Antonio	TX	78205		210-224-5575	mparker@fulbright.com	Attorney for Solvay Fluorides, LLC
Genovese Joblove & Battista, P.A.	David C. Cimo	100 S.E. 2nd Street	Suite 4400	Miami	FL	33131		305-349-2300	dcimo@gjb-law.com	Counsel to Southwest Research Institute
Gibbons P.C.	David N. Crapo	One Gateway Center		Newark	NJ	07102-5310		973-596-4523	dcrapo@gibbonslaw.com	Counsel to Ryder Integrated Logistics, Inc.
Goldberg Segalla LLP	Attn Bruce W Hoover	665 Main St Ste 400		Buffalo	NY	14203		716-566-5400	bhoover@goldbergsegalla.com	Counsel to Epcos, Inc.
Gorlick, Kravitz & Listhaus, P.C.	Barbara S. Mehlsack	17 State Street	4th Floor	New York	NY	10004		212-269-2500	bmehlsack@gklaw.com	Attorneys for MasTec Inc.
Goulston & Storrs, P.C.	Peter D. Bilowz	400 Atlantic Avenue		Boston	MA	02110-333		617-482-1776	pbilowz@goulstonstorrs.com	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10; International Union of Operating Engineers Local Union Nos. 18, 101 and 832
										Counsel to Thermotech Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Grant & Eisenhofer P.A.	James J Sabella	485 Lexington Ave		New York	NY	10017		646-722-8520	jsabella@gelaw.com	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Grant & Eisenhofer P.A.	Jay W. Eisenhofer	45 Rockefeller Center	650 Fifth Avenue	New York	NY	10111		212-755-6501	jeisenhofer@gelaw.com	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Gratz, Miller & Brueggeman, S.C.	Matthew R. Robbins	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	mrr@previant.com	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
Graydon Head & Ritchey LLP	J. Michael Debbler, Susan M. Argo	1900 Fifth Third Center	511 Walnut Street	Cincinnati	OH	45202		513-621-6464	mdebbler@graydon.com	Counsel to Grote Industries; Batesville Tool & Die; PIA Group; Reliable Castings
Greenberg Traurig, LLP	Maria J. DiConza	MetLife Bldg	200 Park Avenue	New York	NY	10166		212-801-9200	diconzam@gtlaw.com	Counsel to Samtech Corporation
Greenberg Traurig, LLP	Shari L. Heyen	1000 Louisiana	Suite 1800	Houston	TX	77002		713-374-3500	heyens@gtlaw.com	Counsel to Samtech Corporation
Greensfelder, Hemker & Gale, P.C.	Cherie Macdonald J. Patrick Bradley	10 S. Broadway	Suite 200	St. Louis	MO	63102		314-241-9090	ckm@greensfelder.com jpb@greensfelder.com	Counsel to ARC Automotive, Inc.
Hahn Loeser & Parks LLP	Lawrence E Oscar Christopher W Peer	200 Public Square	Suite 2800	Cleveland	OH	44114		216-621-0150	leoscar@hahnlaw.com cpeer@hahnlaw.com	Counsel to Casco Products, a Unit of Sequa Corporation and ARC Automotive, Inc.
Halperin Battaglia Raicht, LLP	Alan D. Halperin Christopher J. Battaglia Julie D. Dyas	555 Madison Avenue	9th Floor	New York	NY	10022		212-765-9100	cbattaglia@halperinlaw.net ahalperin@halperinlaw.net jdyas@halperinlaw.net	Counsel to Pacific Gas Turbine Center, LLC and Chromalloy Gas Turbine Corporation; ARC Automotive, Inc
Hancock & Estabrook LLP	R John Clark Esq	1500 Tower I	PO Box 4976	Syracuse	NY	13221-4976		315-471-3151	rjclark@hancocklaw.com	Counsel to Alliance Precision Plastics Corporation
Harrington, Dragich & O'Neill PLLC	David G Dragich	21043 Mack Avenue		Grosse Pointe Woods	MI	48236		313-886-4550	dldragich@hdolaw.com	Counsel to Internet Corporation
Harris D. Leinwand	Harris D. Leinwand	315 Madison Avenue	Suite 901	New York	NY	10017		212-725-7338	hleinwand@aol.com	Counsel to Baker Hughes Incorporated; Baker Petrolite Corporation
Haskell Slaughter Young & Rediker LLC	Robert H. Adams	2001 Park Place North	Suite 1400	Birmingham	AL	35203		205-251-1000	rha@hsy.com	Counsel to Simco Construction, Inc.
Haynes and Boone, LLP	Judith Elkin	153 East 53rd Street	Suite 4900	New York	NY	10022		212-659-7300	judith.elkin@haynesboone.com	Counsel to Highland Capital Management, L.P.
Haynes and Boone, LLP	Lenard M. Parkins Kenric D. Kattner	1 Houston Center	1221 McKinney, Suite 2100	Houston	TX	77010		713-547-2000	lenard.parkins@haynesboone.com kenric.kattner@haynesboone.com	Counsel to Highland Capital Management, L.P.
Herrick, Feinstein LLP	Paul Rubin	2 Park Avenue		New York	NY	10016		212-592-1448	prubin@herrick.com	Counsel to Canon U.S.A., Inc. and Schmidt Technology GmbH
Hewlett-Packard Company	Kenneth F. Higman	2125 E. Katella Avenue	Suite 400	Anaheim	CA	92806		714-940-7120	ken.higman@hp.com	Counsel to Hewlett-Packard Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Hewlett-Packard Company	Ramona S. Neal	11311 Chinden Blvd., M/S 314		Boise	ID	83714-0021		208-396-6484	Ramona.neal@hp.com	Counsel to Hewlett-Packard Company
Hewlett-Packard Company	Sharon Petrosino	420 Mountain Avenue		Murray Hill	NJ	07974		908-898-4760	sharon.petrosino@hp.com	Counsel to Hewlett-Packard Financial Services Company
Hinckley Allen & Snyder LLP	Michael J Pendell	185 Asylum St CityPlace I	35th Floor	Hartford	CT	06103-3488		860-725-6200	mpendell@haslaw.com	Counsel to Barnes Group, Inc.
Hiscock & Barclay, LLP	J. Eric Charlton	300 South Salina Street	PO Box 4878	Syracuse	NY	13221-4878		315-425-2716	echarlton@hiscockbarclay.com	Counsel to GW Plastics, Inc.
Hodgson Russ LLP	Garry M. Graber	60 E 42nd St 37th Fl		New York	NY	10165-0150		212-661-3535	ggraber@hodgsonruss.com	Counsel to Hexcel Corporation
Hodgson Russ LLP	Julia S. Kreher	One M&T Plaza	Suite 2000	Buffalo	NY	14203		716-848-1330	jkreher@hodgsonruss.com	Counsel to Hexcel Corporation
Hogan & Hartson L.L.P.	Audrey Moog	Columbia Square	555 Thirteenth Street, N.W.	Washington	D.C.	20004-1109		202-637-5677	amoog@hhlaw.com	Counsel to Umicore Autocat Canada Corp.
Hogan & Hartson L.L.P.	Edward C. Dolan	Columbia Square	555 Thirteenth Street, N.W.	Washington	D.C.	20004-1109		202-637-5677	ecdolan@hhlaw.com	Counsel to Umicore Autocat Canada Corp.
Hogan & Hartson L.L.P.	Scott A. Golden	875 Third Avenue		New York	NY	10022		212-918-3000	sagolden@hhlaw.com	Counsel to XM Satellite Radio Inc.
Hogan Lovells US LLP	Matthew P Morris	875 Third Avenue		New York	NY	10022		212-918-3000	matthew.morris@hoganlovells.com	Counsel to TESA AG
Honigman, Miller, Schwartz and Cohn, LLP	Donald T. Baty, Jr.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7314	dbaty@honigman.com	Counsel to Fujitsu Ten Corporation of America
Honigman, Miller, Schwartz and Cohn, LLP	E. Todd Sable	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7548	tsable@honigman.com	Counsel to Valeo Climate Control Corp.; Valeo Electrical Systems, Inc. - Motors and Actuators Division; Valeo Electrical Systems, Inc. - Wipers Division; Valeo Switches & Detection System, Inc.
Honigman, Miller, Schwartz and Cohn, LLP	I. W. Winsten, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7608	iww@honigman.com	Counsel to Affina Group Holdings Inc.
Honigman, Miller, Schwartz and Cohn, LLP	Lawrence J. Murphy	2290 First National Building	660 Woodward Ave	Detroit	MI	48226		313-465-7488	lmurphy@honigman.com	Attorneys for Guide Corporation and Lightsource Parent Corporation
Honigman, Miller, Schwartz and Cohn, LLP	Seth A Drucker	2290 First National Building	660 Woodward Avenue Ste 2290	Detroit	MI	48226		313-465-7626	sdrucker@honigman.com	Counsel for Valeo Climate Control, Corp.
Howard & Howard Attorneys PC	Lisa S Gretchko	39400 Woodward Ave	Ste 101	Bloomfield Hills	MI	48304-5151		248-723-0396	lgretchko@howardandhoward.com	Intellectual Property Counsel for Delphi Corporation, et al.
Howick, Westfall, McBryan & Kaplan, LLP	Louis G. McBryan	3101 Tower Creek Parkway	Ste 600 One Tower Creek	Atlanta	GA	30339		678-384-7000	lmcbryan@hwmklaw.com	Counsel to Vanguard Distributors, Inc.
Hunter & Schank Co. LPA	John J. Hunter	One Canton Square	1700 Canton Avenue	Toledo	OH	43624		419-255-4300	jrhunter@hunterschank.com	Counsel to ZF Group North America Operations, Inc.
Hunter & Schank Co. LPA	Thomas J. Schank	One Canton Square	1700 Canton Avenue	Toledo	OH	43624		419-255-4300	tomschank@hunterschank.com	Counsel to ZF Group North America Operations, Inc.
Hunton & Williams LLP	Steven T. Holmes	Energy Plaza, 30th Floor	1601 Bryan Street	Dallas	TX	75201		214-979-3000	sholmes@hunton.com	Counsel to RF Monolithics, Inc.
Hurwitz & Fine P.C.	Ann E. Evanko	1300 Liberty Building		Buffalo	NY	14202		716-849-8900	aee@hurwitzfine.com	Counsel to Jiffy-Tite Co., Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Ice Miller	Ben T. Caughey	One American Square	Box 82001	Indianapolis	IN	46282-0200		317-236-2100	Ben.Caughey@icemiller.com	Counsel to Sumco, Inc.
Ice Miller LLP	Henry A. Efroymsen	One American Square	29th Floor	Indianapolis	IN	46482		317-236-2397	henry.efroymsen@icemiller.com	Counsel to Fin Machine Co. Ltd
Infineon Technologies North America Corporation	Greg Bibbes	1730 North First Street	M/S 11305	San Jose	CA	95112		408-501-6442	greg.bibbes@infineon.com	General Counsel & Vice President for Infineon Technologies North America Corporation
Infineon Technologies North America Corporation	Jeff Gillespie	2529 Commerce Drive	Suite H	Kokomo	IN	46902		765-454-2146	jeffery.gillespie@infineon.com	Global Account Manager for Infineon Technologies North America
International Union of Operating Engineers	Richard Griffin	1125-17th Avenue, N.W.		Washington	DC	20036		202-429-9100	rgriffin@iuoe.org	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10; International Union of Operating Engineers Local Union Nos. 18, 101 and 832
Jackson Walker LLP	Bruce J. Ruzinsky	1401 McKinney St Ste 1900		Houston	TX	77010		713-751-4200	bruzinsky@jw.com	Counsel to Constellation NewEnergy, Inc.
Jackson Walker LLP	Heather M. Forrest	901 Main St Ste 600		Dallas	TX	75202		214-953-6000	hforrest@jw.com	Counsel to Constellation NewEnergy, Inc.
James R Scheuerle	Parmenter O'Toole	601 Terrace Street	PO Box 786	Muskegon	MI	49443-0786		231-722-1621	JRS@Parmenterlaw.com	Counsel to Port City Die Cast and Port City Group Inc
Jason, Inc.	Will Schultz, General Counsel	411 E. Wisconsin Ave	Suite 2120	Milwaukee	WI	53202		414-277-2110	wschultz@jasoninc.com	General Counsel to Jason Incorporated
Jenner & Block LLP	Ronald R. Peterson	One IBM Plaza		Chicago	IL	60611		312-222-9350	rpeterson@jenner.com	Counsel to SPX Corporation (Contech Division), Alcan Rolled Products-Ravenswood, LLC, Tenneco Inc. and Contech LLC
Johnston, Harris Gerde & Komarek, P.A.	Jerry W. Gerde, Esq.	239 E. 4th St.		Panama City	FL	32401		850-763-8421	gerdekomarek@bellsouth.net	Counsel to Peggy C. Brannon, Bay County Tax Collector
Jones Day	Corinne Ball	222 East 41st Street		New York	NY	10017		212-326-7844	cball@jonesday.com	Counsel to WL. Ross & Co., LLC
Jones Day	Peter J. Benvenuti Michaeline H. Correa	555 California St 26th Floor		San Francisco	CA	94104		415-626-3939	pibenvenuti@jonesday.com mcorrea@jonesday.com	Attorneys for Symantec Corporation, Successor-in-Interest to Veritas Corporation
Jones Day	Scott J. Friedman	222 East 41st Street		New York	NY	10017		212-326-3939	sjfriedman@jonesday.com	Counsel to WL. Ross & Co., LLC
Katten Muchin Rosenman LLP	John P. Sieger, Esq.	525 West Monroe Street		Chicago	IL	60661		312-902-5200	john.sieger@kattenlaw.com	Counsel to TDK Corporation America and MEMC Electronic Materials, Inc.
Kaye Scholer LLP	Richard G Smolev	425 Park Avenue		New York	NY	10022-3598		212-236-8000	rsmolev@kayescholer.com	Counsel to InPlay Technologies Inc
Kegler, Brown, Hill & Ritter Co., LPA	Kenneth R. Cookson	65 East State Street	Suite 1800	Columbus	OH	43215		614-426-5400	kcookson@keglerbrown.com	Counsel to Solution Recovery Services

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Keller Rohrback L.L.P.	Lynn Lincoln Sarko Cari Campen Laufenberg Erin M. Riley	1201 Third Avenue	Suite 3200	Seattle	WA	98101		206-623-1900	lsarko@kellerrohrback.com claufenberg@kellerrohrback.com om_eriley@kellerrohrback.com	Counsel to Neal Folck, Greg Bartell, Donald McEvoy, Irene Polito, and Thomas Kessler, on behalf of themselves and a class of persons similarly situated, and on behalf of the Delphi Savings-Stock Purchase Program for Salaried Employees in the United States and the Delphi Personal Savings Plan for Hourly-Rate Employees in the United States
Keller Rohrback P.L.C.	Gary A. Gotto	National Bank Plaza	3101 North Central Avenue, Suite 900	Phoenix	AZ	85012		602-248-0088	ggotto@kellerrohrback.com	Counsel to Neal Folck, Greg Bartell, Donald McEvoy, Irene Polito, and Thomas Kessler, on behalf of themselves and a class of persons similarly situated, and on behalf of the Delphi Savings-Stock Purchase Program for Salaried Employees in the United States and the Delphi Personal Savings Plan for Hourly-Rate Employees in the United States
Kelley Drye & Warren, LLP	Craig A. Wolfe	101 Park Avenue		New York	NY	10178		212-808-7800	cwolfe@kelleydrye.com	Counsel to the Pension Benefit Guaranty Corporation
Kelley Drye & Warren, LLP	Merrill B. Stone	101 Park Avenue		New York	NY	10178		212-808-7800	mstone@kelleydrye.com	Counsel to the Pension Benefit Guaranty Corporation
Kennedy, Jennick & Murray	Susan M. Jennik	113 University Place	7th Floor	New York	NY	10003		212-358-1500	sjennik@kjmlabor.com	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America
Kennedy, Jennick & Murray	Thomas Kennedy	113 University Place	7th Floor	New York	NY	10003		212-358-1500	tkennedy@kjmlabor.com	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America
Kerr Russell & Weber PLC	James E. DeLine	500 Woodward Avenue	Suite 2500	Detroit	MI	48226		313-961-0200	jed@krwlaw.com	Counsel to Pontiac Coil, Inc.
Kerr Russell & Weber PLC	Patrick Warren Hunt	500 Woodward Avenue	Suite 2500	Detroit	MI	48226		313-961-0200	pwh@krwlaw.com	Counsel to Pontiac Coil, Inc.
King & Spalding, LLP	H. Slayton Dabney, Jr.	1185 Avenue of the Americas		New York	NY	10036		212-556-2100	sdabney@kslaw.com	Counsel to KPMG LLP
Kirkland & Ellis LLP	David Spiegel	300 North LaSalle		Chicago	IL	60654		312-862-2000	david.spiegel@kirkland.com	
Kirkland & Ellis LLP	Jim Stempel	200 East Randolph Drive		Chicago	IL	60601		312-861-2000	jstempel@kirkland.com	Counsel to Lunt Manufacturing Company
Kirkpatrick & Lockhart Nicholson Graham LLP	Edward M. Fox	599 Lexington Avenue		New York	NY	10022		212-536-4812	efox@klnq.com	Counsel to Wilmington Trust Company, as Indenture trustee
Kokomo Gas & Fuel Company	Patti E Pope Revenue Recovery Manager	Northern Indiana Public Service Company	801 East 86th Avenue	Merrillville	IN	46410			pepope@nisource.com	Kokomo Gas & Fuel Company
Kramer Levin Naftalis & Frankel LLP	Jordan D Kaye	1177 Avenue of the Americas		New York	NY	10036		212-715-9489	jkaye@kramerlevin.com	Counsel to HP Enterprise Services, LLC; Vishay Americas Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Krieg Devault LLP	Patricia L. Beaty Esq	One Indiana Square, Suite 2800		Indianapolis	IN	46204		317-636-4341	pbeaty@kdlegal.com	Co-Counsel for Delphi Salaried Retirees Association Benefit Trust VEBA Committee
Krugliak, Wilkins, Griffiths & Dougherty CO., L.P.A.	Sam O. Simmerman	4775 Munson Street N.W.	P.O. Box 36963	Canton	OH	44735-6963		330-497-0700	sosimmerman@kwgd.com	Counsel to for Millwood, Inc.
Kutak Rock LLP	Jay Selanders	1010 Grand Blvd Ste 500		Kansas City	MO	64106		816-502-4617	jay.selanders@kutakrock.com	Counsel to DaimlerChrysler Corporation; DaimlerChrysler Motors Company, LLC; DaimlerChrysler Canada, Inc.
Kutchin & Rufo, P.C.	Edward D. Kutchin	Two Center Plaza	Suite 620	Boston	MA	02108-1906		617-542-3000	ekutchin@kutchinrufo.com	Counsel to Parlex Corporation
Kutchin & Rufo, P.C.	Kerry R. Northrup	Two Center Plaza	Suite 620	Boston	MA	02108-1906		617-542-3000	knorthup@kutchinrufo.com	Counsel to Parlex Corporation
Lambert. Leser, Isackson, Cook & Guinta, P.C.	Adam D. Bruski	309 Davidson Building	PO Box 835	Bay City	MI	48707-0835		989-893-3518	adbruski@lambertleser.com	Counsel to Creditor Linamar Corp.
Lambert. Leser, Isackson, Cook & Guinta, P.C.	Susan M. Cook	309 Davidson Building	PO Box 835	Bay City	MI	48707-0835		989-893-3518	smcook@lambertleser.com	Counsel to Linamar Corporation
Latham & Watkins	Mark A. Broude	885 Third Avenue		New York	NY	10022		212-906-1384	mark.broude@lw.com	UCC Professional
Latham & Watkins	Michael J. Riela	885 Third Avenue		New York	NY	10022		212-906-1200	michael.riela@lw.com	UCC Professional
Latham & Watkins	Mitchell A. Seider	885 Third Avenue		New York	NY	10022		212-906-1200	mitchell.seider@lw.com	UCC Professional
Latham & Watkins	Robert Rosenberg	885 Third Avenue		New York	NY	10022		212-906-1370	robert.rosenberg@lw.com	UCC Professional
Law Offices of Michael O'Hayer	Michael O'Hayer Esq	22 N Walnut Street		West Chester	PA	19380		610-738-1230	mkohayer@aol.com	Counsel to A-1 Specialized Services and Supplies Inc
Lewis and Roca LLP	Rob Charles, Esq.	One South Church Street	Suite 700	Tucson	AZ	85701		520-629-4427	rcharles@lrlaw.com	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Lewis and Roca LLP	Susan M. Freeman, Esq.	40 North Central Avenue	Suite 1900	Phoenix	AZ	85004-4429		602-262-5756	sfreeman@lrlaw.com	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Linear Technology Corporation	John England, Esq.	General Counsel for Linear Technology Corporation	1630 McCarthy Blvd.	Milpitas	CA	95035-7417		408-432-1900	jengland@linear.com	Counsel to Linear Technology Corporation
Linebarger Goggan Blair & Sampson, LLP	Diane W. Sanders	1949 South IH 35 (78741)	P.O. Box 17428	Austin	TX	78760-7428		512-447-6675	austin.bankruptcy@publicans.com	Counsel to Cameron County, Brownsville ISD
Linebarger Goggan Blair & Sampson, LLP	Elizabeth Weller	2323 Bryan Street	Suite 1600	Dallas	TX	75201		214-880-0089	dallas.bankruptcy@publicans.com	Counsel to Dallas County and Tarrant County
Linebarger Goggan Blair & Sampson, LLP	John P. Dillman	P.O. Box 3064		Houston	TX	77253-3064		713-844-3478	houston_bankruptcy@publicans.com	Counsel in Charge for Taxing Authorities: Cypress-Fairbanks Independent School District, City of Houston, Harris County
Locke Lord Bissell & Liddell	Kevin J. Walsh	885 Third Avenue	26th Floor	New York	NY	10022-4802		212-812-8304	kwash@lockelord.com	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Locke Lord Bissell & Liddell	Timothy S. McFadden	111 South Wacker Drive		Chicago	IL	60606		312-443-0370	tmcfadden@lockelord.com	Counsel to Methode Electronics, Inc.
Loeb & Loeb LLP	P. Gregory Schwed	345 Park Avenue		New York	NY	10154-0037		212-407-4000	gschwed@loeb.com	Counsel to Creditor The Interpublic Group of Companies, Inc. and Proposed Auditor Deloitte & Touche, LLP

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Loeb & Loeb LLP	William M. Hawkins	345 Park Avenue		New York	NY	10154		212-407-4000	whawkins@loeb.com	Counsel to Industrial Ceramics Corporation
Lowenstein Sandler PC	Bruce S. Nathan	1251 Avenue of the Americas		New York	NY	10020		212-262-6700	bnathan@lowenstein.com	Counsel to Daewoo International (America) Corp.
Lowenstein Sandler PC	Ira M. Levee	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	ilevee@lowenstein.com	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Lowenstein Sandler PC	Kenneth A. Rosen	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	krosen@lowenstein.com	Counsel to Cerberus Capital Management, L.P.
Lowenstein Sandler PC	Michael S. Etikin	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	metkin@lowenstein.com	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforde ABP
Lowenstein Sandler PC	Scott Cargill	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	scargill@lowenstein.com	Counsel to Cerberus Capital Management, L.P.; AT&T Corporation
Lowenstein Sandler PC	Vincent A. D'Agostino	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	vdagostino@lowenstein.com	Counsel to AT&T Corporation
Lyden, Liebenthal & Chappell, Ltd.	Erik G. Chappell	5565 Airport Highway	Suite 101	Toledo	OH	43615		419-867-8900	egc@lydenlaw.com	Counsel to Metro Fibres, Inc.
Maddin, Hauser, Wartell, Roth & Heller PC	Alexander Stotland Esq	28400 Northwestern Hwy	Third Floor	Southfield	MI	48034		248-354-4030	axs@maddinhauser.com	Attorney for Danice Manufacturing Co.
Madison Capital Management	Joe Landen	6143 South Willow Drive	Suite 200	Greenwood Village	CO	80111		303-957-4254	jlanden@madisoncap.com	Representative for Madison Capital Management
Margulies & Levinson, LLP	Leah M. Caplan, Esq.	30100 Chagrin Boulevard	Suite 250	Pepper Pike	OH	44124		216-514-4935	lmc@ml-legal.com	Counsel to Venture Plastics
Mastromarco & Jahn, P.C.	Victor J. Mastromarco, Jr.	1024 North Michigan Avenue	P.O. Box 3197	Saginaw	MI	48605-3197		989-752-1414	vmastromar@aol.com	Counsel to H.E. Services Company and Robert Backie and Counsel to Cindy Palmer, Personal Representative to the Estate of Michael Palmer
Masuda Funai Eifert & Mitchell, Ltd.	Gary D. Santella	203 North LaSalle Street	Suite 2500	Chicago	IL	60601-1262		312-245-7500	gsantella@masudafunai.com	Counsel to NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC and Hosiden America Corporation
McCarter & English, LLP	David J. Adler, Jr. Esq.	245 Park Avenue, 27th Floor		New York	NY	10167		212-609-6800	dadler@mccarter.com	Counsel to Ward Products, LLC
McCarter & English, LLP	Eduardo J. Glas, Esq.	Four Gateway Center	100 Mulberry Street	Newark	NJ	07102-4096		913-622-4444	eglas@mccarter.com	Counsel to General Products Delaware Corporation
McCarthy Tetrault LLP	Lorne P. Salzman	66 Wellington Street West	Suite 4700	Toronto	Ontario	M5K 1E6		416-362-1812	lsalzman@mccarthy.ca	Counsel to Themselves (McCarthy Tetrault LLP)
McDermott Will & Emery LLP	Gary O. Ravert	340 Madison Avenue		New York	NY	10017-1922		212-547-5477	gravert@mwe.com	Counsel for Temic Automotive of North America, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
McDermott Will & Emery LLP	James M. Sullivan	340 Madison Avenue		New York	NY	10017		212-547-5477	jmsullivan@mwe.com	Counsel to Linear Technology Corporation, National Semiconductor Corporation; Timken Corporation
McDermott Will & Emery LLP	Stephen B. Selbst	340 Madison Avenue		New York	NY	10017		212-547-5400	sselbst@mwe.com	Counsel to National Semiconductor Corporation
McDermott Will & Emery LLP	Steven P. Handler Monica M. Quinn	227 W Monroe St		Chicago	IL	60606		312-372-2000	shandler@mwe.com mquinn@mwe.com	Counsel for Temic Automotive of North America, Inc.
McDonald Hopkins Co., LPA	Scott N. Opincar, Esq.	600 Superior Avenue, E.	Suite 2100	Cleveland	OH	44114		216-348-5400	sopincar@mcdonaldhopkins.com	Counsel to Republic Engineered Products, Inc.
McDonald Hopkins Co., LPA	Shawn M. Riley, Esq.	600 Superior Avenue, E.	Suite 2100	Cleveland	OH	44114		216-348-5400	sriley@mcdonaldhopkins.com	Counsel to Republic Engineered Products, Inc.
McElroy, Deutsch, Mulvaney & Carpenter, LLP	Jeffrey Bernstein, Esq.	Three Gateway Center	100 Mulberry Street	Newark	NJ	07102-4079		973-622-7711	ibernstein@mdmc-law.com	Counsel to New Jersey Self-Insurers Guaranty Association
McGuirewoods LLP	Aaron G McCollough Esq	One James Center	901 East Cary Street	Richmond	VA	23219-4030		804-775-1000	amccollough@mcquirewoods.com	Counsel to Siemens Energy & Automation, Inc.
McGuirewoods LLP	Daniel F Blanks	One James Center	901 East Cary Street	Richmond	VA	23219		804-775-1000	dblanksmcquirewoods.com	Counsel for CSX Transportation, Inc.
McGuirewoods LLP	John H Maddock III	One James Center	901 East Cary Street	Richmond	VA	23219-4030		804-775-1178	jmaddock@mcquirewoods.com	Counsel to Siemens Logistics Assembly Systems, Inc.; Counsel for CSX Transportation, Inc.
Meyer, Suozzi, English & Klein, P.C.	Attn Thomas R Slome Esq	990 Stewart Ave Ste 300	PO Box 9194	Garden City	NY	11530-9194		516-741-6565	tslome@msek.com	Counsel for Pamela Geller; JAE Electronics, Inc.
Meyer, Suozzi, English & Klein, P.C.	Hanan Kolko	1350 Broadway	Suite 501	New York	NY	10018		212-239-4999	hkolko@msek.com	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America
Meyers Law Group, P.C.	Merle C. Meyers	44 Montgomery Street	Suite 1010	San Francisco	CA	94104		415-362-7500	mmeyers@mlg-pc.com	Counsel to Alps Automotive, Inc.
Meyers, Rodbell & Rosenbaum, P.A.	M. Evan Meyers	Berkshire Building	6801 Kenilworth Avenue, Suite 400	Riverdale Park	MD	20737-1385		301-699-5800	emeyers@mrllaw.net	Counsel to Prince George County, Maryland
Meyers, Rodbell & Rosenbaum, P.A.	Robert H. Rosenbaum	Berkshire Building	6801 Kenilworth Avenue, Suite 400	Riverdale Park	MD	20737-1385		301-699-5800	rosenbaum@mrllaw.net	Counsel to Prince George County, Maryland
Miami-Dade County Tax Collector	April Burch	Paralegal Unit	140 West Flagler St Ste 1403	Miami	FL	33130		305-375-5314	mdtcbbc@miamidade.gov	Paralegal Collection Specialist for Miami-Dade County
Michael Cox		Cadillac Place	3030 W. Grand Blvd., Suite 10-200	Detroit	MI	48202		313-456-0140	miaq@michigan.gov	Attorney General for State of Michigan, Department of Treasury
Michigan Department of Labor and Economic Growth, Worker's Compensation Agency	Dennis J. Raterink	PO Box 30736		Lansing	MI	48909-7717		517-373-1176	raterink@michigan.gov	Assistant Attorney General for Worker's Compensation Agency; Attorney for the Funds Administration for the State of Michigan
Michigan Department of Labor and Economic Growth, Worker's Compensation Agency	Michael Cox	PO Box 30736		Lansing	MI	48909-7717		517-373-1820	miaq@michigan.gov	Attorney General for Worker's Compensation Agency; Attorney for the Funds Administration for the State of Michigan

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Miles & Stockbridge, P.C.	Thomas D. Renda	10 Light Street		Baltimore	MD	21202		410-385-3418	trenda@milesstockbridge.com	Counsel to Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminum Ellay Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Miller & Martin PLLC	Dale Allen	150 Fourth Ave North	Ste 1200	Nashville	TN	37219			vjones@millermartin.com	Counsel to Averitt Express
Miller Johnson	Thomas P. Sarb	250 Monroe Avenue, N.W.	Suite 800, PO Box 306	Grand Rapids	MI	49501-0306		616-831-1748	sarbt@millerjohnson.com	Counsel to Pridgeon & Clay, Inc.
Miller, Canfield, Paddock and Stone, P.L.C.	Robert D. Wolford							616-831-1726	wolfordr@millerjohnson.com	Counsel to Wells Operating Partnership, LP
Miller, Canfield, Paddock and Stone, P.L.C.	Jonathan S. Green	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-496-8452	greenj@millercanfield.com	Counsel to Brose North America Holding LP and its affiliates
Miller, Canfield, Paddock and Stone, P.L.C.	Marc N. Swanson	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-963-6420	swansonm@millercanfield.com	Counsel to Niles USA Inc.; Techcentral, LLC; The Bartech Group, Inc.; Fischer Automotive Systems
Miller, Canfield, Paddock and Stone, P.L.C.	Timothy A. Fusco	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-496-8435	fusco@millercanfield.com	Counsel to Hitachi Automotive Products (USA), Inc. and Conceria Pasubio
Mintz, Levin, Cohn, Ferris Glovsky and Pepco, P.C.	Paul J. Ricotta	One Financial Center		Boston	MA	02111		617-542-6000	piricotta@mintz.com pricotta@mintz.com	Counsel to Molex Connector Corp
Molex Connector Corp	Jeff Ott	2222 Wellington Ct.		Lisle	IL	60532		630-527-4254	Jeff.Ott@molex.com	Counsel to ITT Industries, Inc.; Hitachi Chemical (Singapore), Ltd.
Morgan, Lewis & Bockius LLP	Andrew D. Gottfried	101 Park Avenue		New York	NY	10178-0060		212-309-6000	agottfried@morganlewis.com	Counsel to Hitachi Chemical (Singapore) Pte, Ltd.
Morgan, Lewis & Bockius LLP	Menachem O. Zelmanovitz	101 Park Avenue		New York	NY	10178		212-309-6000	mzelmanovitz@morganlewis.com	Counsel to Sumitomo Corporation
Morgan, Lewis & Bockius LLP	Richard W. Esterkin, Esq.	300 South Grand Avenue		Los Angeles	CA	90017		213-612-1163	resterkin@morganlewis.com	Counsel to Standard Microsystems Corporation and its direct and indirect subsidiaries Oasis SiliconSystems AG and SMSC NA Automotive, LLC (successor-in-interest to Oasis Silicon Systems, Inc.)
Moritt Hock Hamroff & Horowitz LLP	Leslie Ann Berkoff	400 Garden City Plaza		Garden City	NY	11530		516-873-2000	lberkoff@morithhock.com	Counsel to Texas Instruments Incorporated
Munsch Hardt Kopf & Harr, P.C.	Raymond J. Urbanik, Esq., Joseph J. Wielebinski, Esq. and Davor Rukavina, Esq.	3800 Lincoln Plaza	500 North Akard Street	Dallas	RX	75201-6659		214-855-7590 214-855-7561 214-855-7587	rurbanik@munsch.com jwielebinski@munsch.com drukavina@munsch.com	Counsel to Lankfer Diversified Industries, Inc.
Nantz, Litowich, Smith, Girard & Hamilton, P.C.	Sandra S. Hamilton	2025 East Beltline, S.E.	Suite 600	Grand Rapids	MI	49546		616-977-0077	sandy@nlsq.com	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Nathan, Neuman & Nathan, P.C.	Kenneth A. Nathan	29100 Northwestern Highway	Suite 260	Southfield	MI	48034		248-351-0099	Knathan@nathanneuman.com	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties
National City Commercial Capital	Lisa M. Moore	995 Dalton Avenue		Cincinnati	OH	45203		513-455-2390	lmoore@pnc.com	Vice President and Senior Counsel to National City Commercial Capital
Nelson Mullins Riley & Scarborough	George B. Cauthen	1320 Main Street, 17th Floor	PO Box 11070	Columbia	SC	29201		803-7255-9425	george.cauthen@nelsonmullins.com	Counsel to Datwyler Rubber & Plastics, Inc.; Datwyler, Inc.; Datwyler i/o devices (Americas), Inc.; Rothrist Tube (USA), Inc.
New Jersey Attorney General's Office Division of Law	Tracy E Richardson Deputy Attorney General	R.J. Hughes Justice Complex	25 Market St P.O. Box 106	Trenton	NJ	08628-0106		609-292-1537	tracy.richardson@dol.lps.state.nj.us	Deputy Attorney General - State of New Jersey Division of Taxation
North Point	David G. Heiman	901 Lakeside Avenue		Cleveland	OH	44114		216-586-3939	dgheiman@jonesday.com	Counsel to WL. Ross & Co., LLC
Office of the Chapter 13 Trustee Office of the Texas Attorney General	Camille Hope Jay W. Hurst	P.O. Box 954 P.O. Box 12548		Macon Austin	GA TX	31202 78711-2548		478-742-8706 512-475-4861	cahope@chapter13macon.com jay.hurst@oag.state.tx.us	Office of the Chapter 13 Trustee Counsel to The Texas Comptroller of Public Accounts
Ohio Environmental Protection Agency	c/o Michelle T. Sutter	Principal Assistant Attorney General Environmental Enforcement Section	30 E Broad St 25th Fl	Columbus	OH	43215		614-466-2766	msutter@ag.state.oh.us	Attorney for State of Ohio, Environmental Protection Agency
Orbotech, Inc.	Michael M. Zizza, Legal Manager	44 Manning Road		Billerica	MA	01821		978-901-5025	michaelz@orbotech.com	Company
O'Rourke Katten & Moody	Michael Moody	55 W Wacker Dr	Ste 1400	Chicago	IL	60615		312-849-2020	mmoody@orourkeandmoody.com	Counsel to Ameritech Credit Corporation d/b/a SBC Capital Services
Orrick, Herrington & Sutcliffe LLP	Alyssa Englund, Esq.	666 Fifth Avenue		New York	NY	10103		212-506-5187	aenglund@orrick.com	Counsel to America President Lines, Ltd. And APL Co. Pte Ltd.
Orrick, Herrington & Sutcliffe LLP	Frederick D. Holden, Jr., Esq.	405 Howard Street		San Francisco	CA	94105		415-773-5700	fholden@orrick.com	Counsel to America President Lines, Ltd. And APL Co. Pte Ltd.
Orrick, Herrington & Sutcliffe LLP	Raniero D'Aversa, Jr.	51 West 52nd Street at 6th Avenue		New York	NY	10103-0001		212-506-3715	rdaversa@orrick.com	Counsel to Bank of America, N.A.
Pachulski Stang Ziehl & Jones LLP	Michael R. Seidl	919 N. Market Street, 17th Floor	P.O. Box 8705	Wilmington	DE	19899-8705		302-652-4100	mseidl@pszilaw.com	Counsel for Essex Group, Inc.
Pachulski Stang Ziehl & Jones LLP	Robert J. Feinstein Ilan D. Scharf	780 Third Avenue, 36th Floor		New York	NY	10017-2024		212-561-7700	rfeinstein@pszilaw.com lscharf@pszilaw.com	Counsel for Essex Group, Inc.
Patterson Belknap Webb & Tyler LLP	Daniel A. Lowenthal	1133 Avenue of the Americas		New York	NY	10036		212-336-2720	dalowenthal@pbwt.com	Counsel to American Finance Group, Inc. d/b/a Guaranty Capital Corporation
Patterson Belknap Webb & Tyler LLP	David W. Dykhous Phyllis S. Wallitt	1133 Avenue of the Americas		New York	NY	10036-6710		212-336-2000	wdykhous@pbwt.com	Attorneys for Fry's Metals Inc. and Specialty Coatings Systems Eft

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Paul H. Spaeth Co. LPA	Paul H. Spaeth	130 W Second St Ste 450		Dayton	OH	45402		937-223-1655	spaethlaw@phslaw.com	Attorneys for F&G Multi-Slide Inc and F&G Tool & Die Co. Inc.
Paul, Weiss, Rifkind, Wharton & Garrison	Andrew N. Rosenberg	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	arosenberg@paulweiss.com	Counsel to Merrill Lynch, Pierce, Fenner & Smith, Incorporated
Paul, Weiss, Rifkind, Wharton & Garrison	Douglas R. Davis	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	ddavis@paulweiss.com	Counsel to Noma Company and General Chemical Performance Products LLC
Paul, Weiss, Rifkind, Wharton & Garrison	Elizabeth R. McColm	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	emccolm@paulweiss.com	Counsel to Noma Company and General Chemical Performance Products LLC
Peggy Housner		Cadillac Place	3030 W. Grand Blvd., Suite 10-200	Detroit	MI	48202		313-456-0140	housnerp@michigan.gov	Assistant Attorney General for State of Michigan, Department of Treasury
Penachio Malara LLP	Anne Penachio	235 Main Street	Suite 600A	White Plains	NY	10601		914-946-2889	apenachio@pmlawllp.com	Counsel to UVA Machine Company and its successors by acquisition
Pepe & Hazard LLP	Kristin B. Mayhew	30 Jelliff Lane		Southport	CT	06890-1436		203-319-4022	kmayhew@pepehazard.com	Counsel for Illinois Tool Works Inc., Illinois Tool Works for Hobart Brothers Co., Hobart Brothers Company, ITW Food Equipment Group LLC and Tri-Mark, Inc.
Pepper, Hamilton LLP	Francis J. Lawall	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	lawallf@pepperlaw.com	Counsel to Capro, Ltd, Teleflex Automotive Manufacturing Corporation and Teleflex Incorporated d/b/a Teleflex Morse (Capro)
Pepper, Hamilton LLP	Henry Jaffe	1313 Market Street	PO Box 1709	Wilmington	DE	19899-1709		302-777-6500	jaffeh@pepperlaw.com	Counsel to SKF USA, Inc.
Pepper, Hamilton LLP	Nina M. Varughese	3000 Two Logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	varughesen@pepperlaw.com	Counsel to Capro, Ltd; Teleflex Automotive Manufacturing Corporation; Teleflex Incorporated; Ametek; Cleo, Inc.; Sierra International, Inc.
Pickrel Shaeffer & Ebeling	Sarah B. Carter Esq	2700 Kettering Tower		Dayton	OH	45423-2700		937-223-1130	scarter@pselaw.com	
Pierce Atwood LLP	Jacob A. Manheimer	One Monument Square		Portland	ME	04101		207-791-1100	jmanheimer@pierceatwood.com	Counsel to FCI Canada, Inc.; FCI Electronics Mexico, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.
Pierce Atwood LLP	Keith J. Cunningham	One Monument Square		Portland	ME	04101		207-791-1100	kcunningham@pierceatwood.com	Counsel to FCI Canada, Inc.; FCI Electronics Mexico, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.
Pietragallo Bosick & Gordon LLP	Richard J. Parks	54 Buhl Blvd		Sharon	PA	16146		724-981-1397	rjp@pbandg.com	Counsel to Ideal Tool Company, Inc.
Pillsbury Winthrop Shaw Pittman LLP	Karen B. Dine	1540 Broadway		New York	NY	10036-4039		212-858-1000	karen.dine@pillsburylaw.com	Counsel to Clarion Corporation of America, Hyundai Motor Company and Hyundai Motor America

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Pillsbury Winthrop Shaw Pittman LLP	Margot P. Erlich	1540 Broadway		New York	NY	10036-4039		212-858-1000	margot.erlich@pillsburylaw.com	Counsel to MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pillsbury Winthrop Shaw Pittman LLP	Mark D. Houle	650 Town Center Drive	Ste 550	Costa Mesa	CA	92626-7122		714-436-6800	mark.houle@pillsburylaw.com	Counsel to Clarion Corporation of America, Hyundai Motor Company and Hyundai Motor America
Pillsbury Winthrop Shaw Pittman LLP	Richard L. Epling	1540 Broadway		New York	NY	10036-4039		212-858-1000	richard.epling@pillsburylaw.com	Counsel to MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pillsbury Winthrop Shaw Pittman LLP	Robin L. Spear	1540 Broadway		New York	NY	10036-4039		212-858-1000	robin.spear@pillsburylaw.com	Counsel to MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Porzio, Bromberg & Newman, P.C.	Brett S. Moore, Esq.	100 Southgate Parkway	P.O. Box 1997	Morristown	NJ	07960		973-538-4006	bsmoore@pbnlaw.com	
Porzio, Bromberg & Newman, P.C.	John S. Mairo, Esq.	100 Southgate Parkway	P.O. Box 1997	Morristown	NJ	07960		973-538-4006	jsmairo@pbnlaw.com	Counsel to Neuman Aluminum Automotive, Inc. and Neuman Aluminum Impact Extrusion, Inc.
Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman, S.C.	Jill M. Hartley and Marianne G. Robbins	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	jh@previant.com mgr@previant.com	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
PriceWaterHouseCoopers	Enrique Bujidos	Almagro	40	Madrid		28010	Spain	34 915 684 356	enrique.bujidos@es.pwc.com	Representative to DASE
QAD, Inc.	Stephen Tyler Esq	10,000 Midlantic Drive	Suite 100 West	Mt. Laurel	NJ	08054		856-840-2870	xst@qad.com	Counsel to QAD, Inc.
Quarles & Brady LLP	Kasey C. Nye	One South Church Street		Tucson	AZ	85701		520-770-8717	knye@quarles.com	Counsel to Offshore International, Inc.; Maquilas Teta Kawi, S.A. de C.V.; On Semiconductor Corporation; Flambeau Inc.
Quarles & Brady LLP	Roy Prange	33 E Main St Ste 900		Madison	WI	53703-3095		608-283-2485	rjp@quarles.com	Counsel for Flambeau Inc.
Reed Smith	Ann Pille	10 South Wacker Drive		Chicago	IL	60606		312-207-1000	apille@reedsmith.com	Counsel to Infineon; Infineon Technologies
Republic Engineered Products, Inc.	Joseph A Kaczka	3770 Embassy Parkway		Akron	OH	44333		330-670-3215	jkaczka@republicengineered.com	Counsel to Republic Engineered Products, Inc.
Riddell Williams P.S.	Joseph E. Shickich, Jr.	1001 4th Ave.	Suite 4500	Seattle	WA	98154-1195		206-624-3600	jshickich@riddellwilliams.com	Counsel to Microsoft Corporation; Microsoft Licensing, GP
Rieck and Crotty PC	Jerome F Crotty	55 West Monroe Street	Suite 3390	Chicago	IL	60603		312-726-4646	jcrotty@rieckcrotty.com	Counsel to Mary P. O'Neill and Liam P. O'Neill
Russell Reynolds Associates, Inc.	Charles E. Boulbol, P.C.	26 Broadway, 17th Floor		New York	NY	10004		212-825-9457	rtrack@msn.com	Counsel to Russell Reynolds Associates, Inc.
Satterlee Stephens Burke & Burke LLP	Christopher R. Belmonte	230 Park Avenue		New York	NY	10169		212-818-9200	cbelmonte@ssbb.com	Counsel to Moody's Investors Service

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Satterlee Stephens Burke & Burke LLP	Pamela A. Bosswick	230 Park Avenue		New York	NY	10169		212-818-9200	pbosswick@ssbb.com	Counsel to Moody's Investors Service
Satterlee Stephens Burke & Burke LLP	Roberto Carrillo	230 Park Avenue	Suite 1130	New York	NY	10169		212-818-9200	rcarrillo@ssbb.com	Attorney's for Tecnomec S.r.L.
Schafer and Weiner PLLC	Daniel Weiner	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340	dweiner@schaferandweiner.com	Counsel to Dott Industries, Inc.
Schafer and Weiner PLLC	Howard Borin	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340	hborin@schaferandweiner.com	Counsel to Dott Industries, Inc.
Schafer and Weiner PLLC	Michael R Wernette	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340	mwernette@schaferandweiner.com	Counsel to Dott Industries, Inc.
Schafer and Weiner PLLC	Ryan Heilman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340	rheilman@schaferandweiner.com	Counsel to Dott Industries, Inc.
Schiff Hardin LLP	Eugene J. Geekie, Jr.	7500 Sears Tower		Chicago	IL	60606		312-258-5635	egeekie@schiffhardin.com	Counsel to Means Industries
Schulte Roth & Zabel LLP	David J. Karp	919 Third Avenue		New York	NY	10022		212-756-2000	david.karp@srz.com	Counsel to Parnassus Holdings II, LLC and Platinum Equity Capital Partners II, LP
Schulte Roth & Zabel LLP	James T. Bentley	919 Third Avenue		New York	NY	10022		212-756-2273	james.bentley@srz.com	Counsel to Panasonic Automotive Systems Company of America
Schulte Roth & Zabel LLP	Michael L. Cook	919 Third Avenue		New York	NY	10022		212-756-2000	michael.cook@srz.com	Counsel to Panasonic Automotive Systems Company of America; D.C. Capital Partners, L.P.
Schwartz Lichtenberg LLP	Barry E Lichtenberg Esq	420 Lexington Ave Ste 2400		New York	NY	10170		212-389-7818	barryster@att.net	Counsel to Marybeth Cunningham
Seyfarth Shaw LLP	Paul M. Baisier, Esq.	1545 Peachtree Street, N.E.	Suite 700	Atlanta	GA	30309-2401		404-885-1500	pbaisier@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Seyfarth Shaw LLP	Robert W. Dremluk	620 Eighth Ave		New York	NY	10018-1405		212-218-5500	rdremluk@seyfarth.com	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Seyfarth Shaw LLP	William J. Hanlon	World Trade Center East	Two Seaport Lane, Suite 300	Boston	MA	02210		617-946-4800	whanlon@seyfarth.com	Counsel to le Belier/LBQ Foundry S.A. de C.V.
Shaw Gussis Fishman Glantz Wolfson & Towbin LLC	Brian L Shaw	321 N. Clark St.	Suite 800	Chicago	IL	60654		312-541-0151	bshaw100@shawgussis.com	Counsel to ATC Logistics & Electronics, Inc.
Sheehan Phinney Bass + Green Professional Association	Bruce A. Harwood	1000 Elm Street	P.O. Box 3701	Manchester	NH	03105-3701		603-627-8139	bharwood@sheehan.com	Counsel to Source Electronics, Inc.
Sheldon S. Toll PLLC	Sheldon S. Toll	2000 Town Center	Suite 2550	Southfield	MI	48075		248-358-2460	lawtoll@comcast.net	Counsel to Milwaukee Investment Company
Sheppard Mullin Richter & Hampton LLP	Eric Waters	30 Rockefeller Plaza	24th Floor	New York	NY	10112		212-332-3800	ewaters@sheppardmullin.com	Counsel to Gary Whitney
Sheppard Mullin Richter & Hampton LLP	Malani J. Sternstein	30 Rockefeller Plaza	24th Floor	New York	NY	10112		212-332-3800	msternstein@sheppardmullin.com	Counsel to International Rectifier Corp. and Gary Whitney
Sheppard Mullin Richter & Hampton LLP	Theodore A. Cohen	333 South Hope Street	48th Floor	Los Angeles	CA	90071		213-620-1780	tcohen@sheppardmullin.com	Counsel to Gary Whitney
Sheppard Mullin Richter & Hampton LLP	Theresa Wardle	333 South Hope Street	48th Floor	Los Angeles	CA	90071		213-620-1780	twardle@sheppardmullin.com	Counsel to International Rectifier Corp.
Sher, Garner, Cahill, Richter, Klein & Hilbert, LLC	Robert P. Thibeaux	5353 Essen Lane	Suite 650	Baton Rouge	LA	70809		225-757-2185	rthibeaux@shergarner.com	Counsel to Gulf Coast Bank & Trust Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Sher, Garner, Cahill, Richter, Klein & Hilbert, LLC	Robert P. Thibaux	909 Poydras Street	28th Floor	New Orleans	LA	70112-1033		504-299-2100	rthibaux@shergarner.com	Counsel to Gulf Coast Bank & Trust Company
Shipman & Goodwin LLP	Kathleen M. LaManna	One Constitution Plaza		Hartford	CT	06103-1919		860-251-5603	bankruptcy@goodwin.com	
Sills, Cummis Epstein & Gross, P.C.	Andrew H. Sherman	30 Rockefeller Plaza		New York	NY	10112		212-643-7000	asherman@sillscummis.com	Counsel to Hewlett-Packard Financial Services Company
Sills, Cummis Epstein & Gross, P.C.	Jack M. Zackin	30 Rockefeller Plaza		New York	NY	10112		212-643-7000	jzackin@sillscummis.com	Counsel to Hewlett-Packard Financial Services Company
Sills, Cummis Epstein & Gross, P.C.	Valerie A Hamilton Simon Kimmelman	650 College Rd E		Princeton	NJ	08540		609-227-4600	vhamilton@sillscummis.com skimmelman@sillscummis.com	Counsel to Doosan Infracore America Corp.
Silver Point Capital, L.P.	Chaim J. Fortgang	Two Greenwich Plaza	1st Floor	Greenwich	CT	06830		203-542-4216	cfortgang@silverpointcapital.com	Counsel to Silver Point Capital, L.P.
Smith, Katzenstein & Furlow LLP	Kathleen M. Miller	800 Delaware Avenue, 7th Floor	P.O. Box 410	Wilmington	DE	19899		302-652-8400	kmiller@skfdelaware.com	Counsel to Airgas, Inc.
Sonnenschein Nath & Rosenthal LLP	D. Farrington Yates	1221 Avenue of the Americas	24th Floor	New York	NY	10020		212-768-6700	fyates@sonnenschein.com	Counsel to Molex, Inc. and INA USA, Inc. and United Plastics Group
Sonnenschein Nath & Rosenthal LLP	Monika J. Machen	8000 Sears Tower	233 South Wacker Drive	Chicago	IL	60606		312-876-8000	mmachen@sonnenschein.com	Counsel to United Plastics Group
Sonnenschein Nath & Rosenthal LLP	Oscar N. Pinkas	1221 Avenue of the Americas	24th Floor	New York	NY	10020		212-768-6700	opinkas@sonnenschein.com	Counsel to Schaeffler Canada, Inc. and Schaeffler KG
Sonnenschein Nath & Rosenthal LLP	Robert E. Richards	7800 Sears Tower	233 South Wacker Drive	Chicago	IL	60606		312-876-8000	rrichards@sonnenschein.com	Counsel to Molex, Inc. and INA USA, Inc.; Counsel to Schaeffler Canada, Inc. and Schaeffler KG
Squire, Sanders & Dempsey L.L.P.	G. Christopher Meyer	4900 Key Tower	127 Public Sq	Cleveland	OH	44114		216-479-8692	cmeyer@ssd.com	Counsel to Furukawa Electric Co., Ltd.; Counsel for the City of Dayton, Ohio
State of California Office of the Attorney General	Sarah E. Morrison	Deputy Attorney General	300 South Spring Street Ste 1702	Los Angeles	CA	90013		213-897-2640	sarah.morrison@doj.ca.gov	Attorneys for the State of California Department of Toxic Substances Control
State of Michigan Department of Labor & Economic Growth, Unemployment Insurance Agency	Roland Hwang Assistant Attorney General	3030 W. Grand Boulevard	Suite 9-600	Detroit	MI	48202		313-456-2210	hwangr@michigan.gov	Assistant Attorney General for State of Michigan, Unemployment Tax Office of the Department of Labor & Economic Growth, Unemployment Insurance Agency
State of Michigan Labor Division	Susan Przekop-Shaw	PO Box 30736		Lansing	MI	48909		517-373-2560	przekopshaws@michigan.gov	Assistant Attorney General as Attorney for the Michigan Workers' Compensation Agency
Steel Technologies, Inc.	John M. Baumann	15415 Shelbyville Road		Louisville	KY	40245		502-245-0322	jmbaumann@steeltechnologies.com	Counsel to Steel Technologies, Inc.
Sterns & Weinroth, P.C.	Michael A Spero Simon Kimmelman Valerie A Hamilton	50 West State Street, Suite 1400	PO Box 1298	Trenton	NJ	08607-1298		609-392-2100	jspecf@sternslaw.com	Counsel to Doosan Infracore America Corp.
Stevens & Lee, P.C.	Constantine D. Pourakis, Esq.	485 Madison Avenue	20th Floor	New York	NY	10022		212-319-8500	cp@stevenslee.com	Counsel to Tonolli Canada Ltd.; VJ Technologies, Inc. and V.J. ElectroniX, Inc.
Stinson Morrison Hecker LLP	Mark A. Shaiken	1201 Walnut Street		Kansas City	MO	64106		816-842-8600	mshaiken@stinsonmoheck.com	Counsel to Thyssenkrupp Waupaca, Inc. and Thyssenkrupp Stahl Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
Stites & Harbison PLLC	Madison L. Cashman	424 Church Street	Suite 1800	Nashville	TN	37219		615-244-5200	robert.goodrich@stites.com	Counsel to Setech, Inc.
Stites & Harbison PLLC	Robert C. Goodrich, Jr.	424 Church Street	Suite 1800	Nashville	TN	37219		615-244-5200	madison.cashman@stites.com	Counsel to Setech, Inc.
Stites & Harbison, PLLC	W. Robinson Beard, Esq.	400 West Market Street		Louisville	KY	40202		502-681-0448 502-587-3400	wbeard@stites.com loucoursun@stites.com	Counsel to WAKO Electronics (USA), Inc., Ambrake Corporation, and Akebona Corporation (North America)
Stutman Treister & Glatt Professional Corporation	Christine M. Pajak Eric D. Goldberg Isaac M. Pachulski Esq Jeffrey H Davidson Esq	1901 Avenue of the Stars	12th Floor	Los Angeles	CA	90067		310-228-5600	cpajak@stutman.com egoldberg@stutman.com ipachulski@stutman.com j davidson@stutman.com	Counsel to CR Intrinsic Investors, LLC, Elliot Associates, L.P., Highland Capital Management, L.P.
Taft, Stettinius & Hollister LLP	Richard L. Ferrell	425 Walnut Street	Suite 1800	Cincinnati	OH	45202-3957		513-381-2838	ferrell@taftlaw.com	Counsel to Wren Industries, Inc.
Taft, Stettinius & Hollister LLP	W Timothy Miller Esq Jay Teitelbaum Ron Baskin	425 Walnut Street	Suite 1800	Cincinnati	OH	45202		513-381-2838	miller@taftlaw.com jteitelbaum@tblawllp.com rbaskin@tblawllp.com	Counsel to Select Industries Corporation and Gobar Systems, Inc.
Teitelbaum & Baskin LLP	Marvin E. Clements, Jr.	c/o TN Attorney General's Office, Bankruptcy Division	PO Box 20207	Nashville	TN	37202-0207		615-532-2504	agbanknewyork@ag.tn.gov	Tennessee Department of Revenue
Tennessee Department of Revenue	Jonathan D. Forstot	Two World Financial Center		New York	NY	10281		212-912-7679	jforstot@tpw.com	Counsel to TT Electronics, Plc
Thacher Proffitt & Wood LLP	Louis A. Curcio	Two World Financial Center		New York	NY	10281		212-912-7607	jcurcio@tpw.com	Counsel to TT Electronics, Plc
The Furukawa Electric Co., Ltd.	Mr. Tetsuhiro Niizeki	6-1 Marunouchi	2-Chrome, Chiyoda-ku	Tokyo	Japan	100-8322			niizeki.tetsuhiro@furukawa.co.jp	Legal Department of The Furukawa Electric Co., Ltd.
The Timpken Corporation BIC - 08	Robert Morris	1835 Dueber Ave. SW	PO Box 6927	Canton	OH	44706-0927		330-438-3000	robert.morris@timken.com	Representative for Timken Corporation
Thompson & Knight	Rhett G. Campbell	333 Clay Street	Suite 3300	Houston	TX	77002		713-654-1871	rhett.campbell@tklaw.com	Counsel to STMicroelectronics, Inc.
Thompson & Knight LLP	Ira L. Herman	919 Third Avenue	39th Floor	New York	NY	10022-3915		212-751-3045	ira.herman@tklaw.com	Counsel to Victory Packaging
Thompson & Knight LLP	John S. Brannon	1700 Pacific Avenue	Suite 3300	Dallas	TX	75201-4693		214-969-1505	john.brannon@tklaw.com	Counsel to Victory Packaging
Thompson Coburn Fagel Haber	Lauren Newman	55 East Monroe	40th Floor	Chicago	IL	60603		312-346-7500	lnewman@tcfhlaw.com	Counsel to Aluminum International, Inc.
Thompson Coburn LLP d/b/a Thompson Coburn Fagel Haber	Dennis E. Quaid Esq	55 E Monroe 37th Fl		Chicago	IL	60603		312-580-2215	dquaid@thompsoncoburn.com	Counsel for Penn Aluminum International Inc
Thompson Hine LLP	Jennifer L Maffett	2000 Courthouse Plaza NE	10 W Second St	Dayton	OH	45402		937-443-6600	Jennifer.Maffett@ThompsonHine.com	Counsel to Rieck Group, LLC n/k/a Mechanical Construction Managers, LLC
TI Group Automotive Systms LLC	Timothy M. Guerriero	12345 E Nine Mile Rd		Warren	MI	48089		586-755-8066	tguerriero@us.tiauto.com	General Counsel and Company Secretary to TI Group Automotive Systems LLC
Todd & Levi, LLP	Jill Levi, Esq.	444 Madison Avenue	Suite 1202	New York	NY	10022		212-308-7400	jlevi@todtlevi.com	Counsel to Bank of Lincolnwood
Todtman Nachamie Spizz & Johns PC	Janice B. Grubin	425 Park Avenue	5th Floor	New York	NY	10022		212-754-9400	jgrubin@tnsj-law.com	Counsel to Vanguard Distributors, Inc.
U.S. Department of Justice	Matthew L Schwartz Joseph N Cordaro	Assistant United States Attorneys	86 Chambers St 3rd Fl	New York	NY	10007		212-637-1945	matthew.schwartz@usdoj.gov Joseph.Cordaro@usdoj.gov hزامboni@underbergkessler.com	Counsel to Environmental Protection Agency; Internal Revenue Service; Department of Health and Human Services; and Customs and Border Protection
Underberg & Kessler, LLP	Helen Zamboni	300 Bausch & Lomb Place		Rochester	NY	14604		585-258-2800		Counsel to McAlpin Industries, Inc.
Union Pacific Railroad Company	Mary Ann Kilgore	1400 Douglas Street	MC 1580	Omaha	NE	68179		402-544-4195	mkilgore@UP.com	Counsel to Union Pacific Railroad Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	EMAIL	PARTY / FUNCTION
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy	Allied Industrial and Service Workers, Intl Union (USW), AFL-CIO	David Jury, Esq.	Five Gateway Center Suite 807	Pittsburgh	PA	15222		412-562-2546	djury@usw.org	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
Vorys, Sater, Seymour and Pease LLP	Tiffany Strelow Cobb	52 East Gay Street		Columbus	OH	43215		614-464-8322	tscoobb@vorys.com	Counsel to America Online, Inc. and its Subsidiaries and Affiliates
Wachtell, Lipton, Rosen & Katz	Richard G. Mason	51 West 52nd Street		New York	NY	10019-6150		212-403-1000	RGMason@wlrk.com	Counsel to Capital Research and Management Company
Warner Norcross & Judd LLP	Gordon J. Toering	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503		616-752-2185	gtoering@wnj.com	Counsel to Robert Bosch Corporation; Counsel to Daewoo International Corp and Daewoo International (America) Corp
Warner Norcross & Judd LLP	Michael G. Cruse	2000 Town Center	Suite 2700	Southfield	MI	48075		248-784-5131	mcruse@wnj.com	Counsel to Compuware Corporation
Warner Norcross & Judd LLP	Stephen B. Grow	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503		616-752-2158	growsb@wnj.com	Counsel to Behr Industries Corp.
Weltman, Weinberg & Reis Co., L.P.A.	Geoffrey J. Peters	175 South Third Street	Suite 900	Columbus	OH	43215		614-857-4326	gpeters@weltman.com	Counsel to Seven Seventeen Credit Union
White & Case LLP	Glenn Kurtz Gerard Uzzi Douglas Baumstein	1155 Avenue of the Americas		New York	NY	10036-2787		212-819-8200	dkurtz@ny.whitecase.com guzzi@whitecase.com dbaumstein@ny.whitecase.com	Counsel to Appaloosa Management, LP
White & Case LLP	Thomas Lauria Frank Eaton	Wachovia Financial Center	200 South Biscayne Blvd., Suite 4900	Miami	FL	33131		305-371-2700	tlauria@whitecase.com featon@miami.whitecase.com	Counsel to Appaloosa Management, LP
Whyte, Hirschboeck Dudek S.C.	Bruce G. Arnold	555 East Wells Street	Suite 1900	Milwaukee	WI	53202-4894		414-273-2100	barnold@whdlaw.com	Counsel to Schunk Graphite Technology
Wickens Herzer Panza Cook & Batista Co	James W Moennich Esq	35765 Chester Rd		Avon	OH	44011-1262		440-930-8000	jmoennich@wickenslaw.com	Counsel for Delphi Sandusky ESOP
Winston & Strawn LLP	David Neier Carey D. Schreiber	200 Park Avenue		New York	NY	10166-4193		212-294-6700	dneier@winston.com cschreiber@winston.com	Counsel to Ad Hoc Group of Tranche A & B DIP Lenders
Winthrop Couchot Professional Corporation	Marc. J. Winthrop	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	mwinthrop@winthropcouchot.com	Counsel to Metal Surfaces, Inc.
Winthrop Couchot Professional Corporation	Sean A. O'Keefe	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	sokeefe@winthropcouchot.com	Counsel to Metal Surfaces, Inc.
Womble Carlyle Sandridge & Rice, PLLC	Allen Grumbine	550 South Main St		Greenville	SC	29601		864-255-5402	agrumbine@wcsr.com	Counsel to Armacell
Womble Carlyle Sandridge & Rice, PLLC	Michael G. Busenkell	222 Delaware Avenue	Suite 1501	Wilmington	DE	19801			mbusenkell@wcsr.com	Counsel to Chicago Miniature Optoelectronic Technologies, Inc.
Woods Oviatt Gilman LLP	Ronald J. Kisinski	700 Crossroads Bldg	2 State St	Rochester	NY	14614		585-362-4514	rkisicki@woodsoviatt.com	
Zeichner Ellman & Krause LLP	Stuart Krause	575 Lexington Avenue		New York	NY	10022		212-223-0400	skrause@zeklaw.com	Counsel to Toyota Tsusho America, Inc.

EXHIBIT B

Post-Emergence Master Service List

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
United States Trustee	Brian Masumoto	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	Counsel to United States Trustee

EXHIBIT C

Hearing Date And Time: October 21, 2010 at 10:00 a.m. (prevailing Eastern time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
155 North Wacker Drive
Chicago, Illinois 60606
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

DPH Holdings Corp. Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

DPH Holdings Corp. Legal Information Website:
<http://www.dphholdingsdocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DPH HOLDINGS CORP., <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
Reorganized Debtors.	:	
-----	x	

REORGANIZED DEBTORS' OMNIBUS (I) REPLY TO FKMT, LLC F/K/A MONARCH
TRANSPORT, LLC'S RESPONSE TO REORGANIZED DEBTORS' MOTION FOR AN ORDER
TO ENFORCE MODIFIED PLAN AND MODIFICATION APPROVAL ORDER INJUNCTION
AGAINST FKMT, LLC F/K/A MONARCH TRANSPORT, LLC (DOCKET NO. 20445) AND (II)
OBJECTION TO FKMT, LLC F/K/A MONARCH TRANSPORT, LLC'S (A) MOTION TO LIFT
PLAN INJUNCTION (DOCKET NO. 20444) AND (B) MOTION FOR DECLARATION THAT THE
ADMINISTRATIVE EXPENSE CLAIMS BAR DATE DOES NOT APPLY (DOCKET NO. 20482)

DPH Holdings Corp. ("DPH Holdings") and certain of its affiliated reorganized debtors in the above-captioned cases (together with DPH Holdings, the "Reorganized Debtors") hereby submit this omnibus (i) reply to the Response of FKMT, LLC (f/k/a Monarch Transport, LLC) (Docket No. 20445) in support of the Reorganized Debtors' motion to enforce the Plan Injunction against FKMT, LLC (f/k/a Monarch Transport, LLC) (Docket No. 20364) (the "Reorganized Debtors' Motion to Enforce Plan Injunction")¹ and (ii) objection to FKMT, LLC's (a) Motion To Lift The Injunction Contained In The Modification Approval Order And Modified Plan (Docket No. 20444) (the "Motion to Lift Plan Injunction") and (b) Motion For Declaration That The Administrative Expense Bar Date Does Not Apply (Docket No. 20482) (the "Motion for Declaration") and respectfully represent as follows:

Preliminary Statement

1. The Reorganized Debtors' Motion seeks to enforce the Plan Injunction against FKMT—and does not seek to adjudicate at this time the merits of the claims FKMT has asserted in the Missouri Action. FKMT² challenges the Reorganized Debtors' Motion to Enforce Plan Injunction because it asserts that:

- The Debtors failed to provide FKMT with any of the required notices of the bankruptcy, including the notice of the July 15, 2009 deadline for filing a proof of administrative expense for the period from the commencement of these chapter 11 cases through May 31, 2009 (the "First Administrative Expense Bar Date Notice") and the Effective Date Notice,

¹ Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Reorganized Debtors' Motion to Enforce Plan Injunction.

² Contrary to every pleading filed by counsel for FKMT in the Missouri Action, counsel now asserts that this Response has been filed "pro se" by counsel as "an authorized representative for FKMT, LLC f/k/a Monarch Transport, LLC." (Response ¶ 1.) Mr. Renkemeyer is a licensed attorney and is not representing himself in this matter, but rather FKMT. The Reorganized Debtors do not speculate as to Mr. Renkemeyer's motives for his recent "pro se" filings, but note that federal courts widely recognize that a corporation may not proceed pro se. See Jones v. Niagara Frontier Transp. Auth., 722 F.2d 20, 22 (2d Cir. 1983) ("it is established that a corporation, which is an artificial entity that can only act through agents, cannot proceed pro se").

- The Debtors waived their right to rely on the Plan Injunction;³ and
- 11 U.S.C. § 503(b) is inapplicable to FKMT's unpaid shipping invoices and therefore FKMT's claims are not subject to this Court's orders establishing the First Administrative Expense Bar Date and Final Administrative Expense Bar Date. (Response ¶¶ 10, 17, 20.) The same assertions are repeated in FKMT's Motion to Lift Plan Injunction and Motion for Declaration. (See Motion to Lift Plan Injunction ¶¶ 10, 17, 18, 20; Motion for Declaration ¶ 1.) FKMT's Motion for Declaration also requests, as alternative relief, that FKMT be granted leave to file an administrative expense claim. (Motion for Declaration ¶ 2.)

2. These assertions are incorrect for the following reasons, which are set forth in more detail below:

- The Debtors provided FKMT with adequate service of each applicable notice in accordance with Bankruptcy Rule 2002(g)(2) and at the notice address set forth in the applicable July 19, 2004 Master Transportation Agreement between Delphi Automotive Systems LLC and FKMT, which is the operative agreement between the parties;
- The Debtors have not waived any rights (express or implied) with respect to relying on orders of this Court or the Plan Injunction, including without limitation any provision of the Modified Plan or Modification Approval Order and in fact absent an explicit filing with this Court disclosing such waiver, FKMT was deemed to have waived its right to argue such a waiver, as explicitly set forth in Article 14.11 of the Modified Plan; and
- FKMT's assertion that requests for payment of shipping invoices exempt FKMT from this Court's bar dates because shipping services are not administrative expenses is without merit as a matter of law—as it was without merit when FKMT first advanced this argument six months ago. (See Reorganized Debtors' Motion to Enforce Plan Injunction at Exh. G.) After asserting this Court's bar dates do not apply, FKMT fails to present any reason for why its failure to file a timely Administrative Claim should be excused or otherwise ignored. (See Motion for Declaration ¶ 2.)

3. For the reasons set forth below and in the Reorganized Debtors' Motion to Enforce Plan Injunction, FKMT's Response must be overruled and its Motion to Lift Plan Injunction and Motion for Declaration should both be denied.

³ Based on FKMT's broad interpretation of statements in pleadings in the Missouri Action, which interpretation is disputed by the Reorganized Debtors, FKMT asserts that the Debtors have waived their right to rely on the Plan Injunction.

Background

4. By way of background, the following chart summarizes certain key dates in the Reorganized Debtors' dispute with FKMT:

<u>Date</u>	<u>Event/Summary</u>
7/19/2004	<ul style="list-style-type: none"> • Master Transportation Agreement: Delphi Automotive Systems LLC and Monarch Transport, LLC enter into Master Transportation Agreement, describing Monarch Transport, LLC as "a Kansas limited liability company with principal business offices at 1616 Argentine Blvd., Kansas City, KS 66105." The Master Transportation Agreement also contains a notice provision requiring notices to be sent to this address.
10/8/2005; 10/14/2005	<ul style="list-style-type: none"> • Petition Dates: Delphi Corporation and certain of its subsidiaries and affiliates, including Delphi Automotive Systems LLC filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as then amended (the "Bankruptcy Code").
10/12/2005	<ul style="list-style-type: none"> • Letter Agreement with Monarch Transportation: Letter Agreement executed between the Debtors and Monarch Transport, LLC to pay 90% of Monarch Transport, LLC's estimated prepetition trade claim on a provisional basis pursuant to the Order Under 11 U.S.C. §§ 105(a), 363(b), 1107, And 1108 Authorizing Payment Of Certain Prepetition (I) Shipping And Delivery Charges For Goods In Transit And (II) Customs Duties (Docket No. 202).
2/17/2006	<ul style="list-style-type: none"> • Reconciliation Payment Letter Agreement: Letter Agreement executed between the Debtors and Monarch Transport, LLC "in full and final settlement" of the prepetition trade claim.
4/20/2006	<ul style="list-style-type: none"> • Bar Date Notice Served (Docket No. 3501): Monarch Transport, LLC served with three copies of the Bar Date Notice, notifying Monarch Transport, LLC of the July 31, 2006 Bar Date, which was served at 1616 Argentine Boulevard, Kansas City, KS 66105 and P.O. Box 413231, Kansas City, MO 64141-323.
11/30/2007	<ul style="list-style-type: none"> • Monarch Transport, LLC sale to Osage Holdings, L.L.C.: Monarch Transport, LLC sold the majority of its assets, including the company name, and changed its name to FKMT, LLC; however, FKMT retained the outstanding account receivables.
12/1/2008	<ul style="list-style-type: none"> • FKMT's Nonbankruptcy Complaint: Filed in Circuit Court of Jackson County, Missouri, Civil Division, Case No. 0816-CV39025, seeking to collect on receivables allegedly owed by Delphi Corporation in connection with unpaid invoices that became due between May 2004 and September 2007.
4/18/2009	<ul style="list-style-type: none"> • Delphi's Nonbankruptcy Answer: Delphi files its Answer to FKMT's Nonbankruptcy Complaint in the Missouri Circuit Court.
6/20/2009	<ul style="list-style-type: none"> • First Administrative Expense Bar Date Notice Served (Docket No. 17267): Established July 15, 2009 as the deadline for filing a proof of administrative expense for the purpose of asserting an administrative expense request against any of the Debtors under 11 U.S.C. § 503(b) for the period from the commencement of these chapter 11 cases through May 31, 2009 First Administrative Claim Bar Date. FKMT served with three copies of the First Administrative Expense Bar Date Notice, notifying FKMT of the First Administrative Claim Bar Date, which was served at 1616 Argentine Boulevard, Kansas City, KS 66105 and P.O. Box 413231, Kansas City, MO 64141-323.
10/6/2009	<ul style="list-style-type: none"> • Effective Date: The Debtors substantially consummated the Modified Plan and closed the transactions under the Master Disposition Agreement and the Reorganized Debtors emerged from chapter 11.

10/9/2009	<ul style="list-style-type: none"> • Effective Date Notice Served (Docket No. 18978): FKMT served with a copy of the Effective Date Notice (at the addresses set forth in the creditor matrix and the Master Transportation Agreement), which, among other things, provided notice of the Final Administrative Expense Bar Date and notice of the Plan Injunction. FKMT served with three copies of the Effective Date Notice, notifying Monarch Transport, LLC of the Final Administrative Claim Bar Date, which was served at 1616 Argentine Boulevard, Kansas City, KS 66105 and P.O. Box 413231, Kansas City, MO 64141-323.
6/23/2010	<ul style="list-style-type: none"> • Letter Requesting that FKMT Dismiss Nonbankruptcy Complaint: Local counsel to the Reorganized Debtors in the Missouri Action sent a letter to counsel for FKMT describing the relevant provisions of the Modified Plan and the Modification Approval Order, explaining why the Missouri Action violated those provisions, and demanding that DPH Holdings be dismissed from the Missouri Action with prejudice.
6/25/2010	<ul style="list-style-type: none"> • DPH Holdings' Nonbankruptcy Motion to Stay: DPH Holdings filed its Motion to Stay on the grounds that the claims asserted in the Nonbankruptcy Complaint were discharged and enjoined pursuant to the Modification Approval Order and the Modified Plan.
7/2/2010	<ul style="list-style-type: none"> • Reorganized Debtors' Motion to Enforce Plan Injunction: Reorganized Debtors filed their Motion to Enforce Plan Injunction with this Court.
7/17/2010	<ul style="list-style-type: none"> • Missouri Court grants Nonbankruptcy Motion to Stay: Missouri Court grants the relief requested in DPH Holdings' Nonbankruptcy Motion to Stay. The order granting such relief is attached as <u>Exhibit A</u>.

Argument

A. FKMT Received Adequate Notice Of The Bar Dates And The Plan Injunction

5. FKMT asserts that it "was not in a reasonable position to seek information [] related to the bankruptcy proceedings" and that the Debtors "failed to provide FKMT actual notice of the bankruptcy proceedings at any time." (Response ¶¶ 13-14.) This assertion is false. Indeed, FKMT's Response impeaches that very statement. Specifically, FKMT states that did receive notices related to the bankruptcy proceeding "sent on or before April 12, 2006 . . . notifying [FKMT] of the initial filing by Delphi for bankruptcy in this Court." (Response ¶ 10; Motion to Lift Plan Injunction ¶ 10.) Further contradicting FKMT's assertion, FKMT's predecessor, Monarch Transport LLC, entered into a letter agreement with the Debtors to pay 90% of Monarch Transport, LLC's estimated prepetition trade claim on October 12, 2005 on a provisional basis (the "Letter Agreement"). A copy of the Letter Agreement is attached hereto as Exhibit B. The Letter Agreement was executed by Scott Crader, Mr. Renkenmeyer's former business partner at Monarch Transport LLC, after (and on account of) the Debtors' chapter 11 filings and was "subject to reconciliation with [FKMT's] books and records."

6. On February 17, 2006, following the reconciliation of the Debtors' books and records with FKMT's books and records, FKMT entered into a release agreement (the "Release Agreement") whereby FKMT agreed that it "no longer had any prepetition amounts owing to you and that you will forever waive any and all claims, rights or causes of action related to such prepetition amounts." A copy of the Release Agreement is attached hereto as Exhibit C. Both the Letter Agreement and the Release Agreement were signed by Scott Crader, Mr. Renkenmeyer's former business partner. (See Response In Opposition To Motion For Summary Judgment, Exh. B, Aff. of Rozalyn R. Burns ¶ 8.) A copy of the Rozalyn R. Burns Affidavit is attached hereto as Exhibit D. Yet FKMT asserts prepetition claims in the action it commenced against the Debtors on December 1, 2008 in Missouri Circuit Court (the "Nonbankruptcy Complaint") that were expressly released by its predecessor in the Release Agreement. (See Reorganized Debtors' Motion to Enforce Plan Injunction at Exh. A.)

7. FKMT appears to dispute that the Bar Date Notice was sent to FKMT⁴ at the addresses set forth in the paragraph 10 of the Reorganized Debtors' Motion to Enforce Plan Injunction. (Response ¶ 10; Motion to Lift Plan Injunction ¶ 10.) FKMT asserts that the only notices related to the bankruptcy proceeding which were sent to FKMT "were the notices sent on or before April 12, 2006 . . . notifying [FKMT] of the initial filing by Delphi for bankruptcy in this Court." (Response ¶ 10; Motion to Lift Plan Injunction ¶ 10.) The Bar Date Notice was sent to FKMT after the Bar Date Order was entered by this Court. (Reorganized Debtors' Motion to Enforce Plan Injunction ¶¶ 9-10.) It is too convenient that FKMT uses the date, April 12, 2006, the date the Bar Date Order was entered, but approximately one week before the Bar Date Notice

⁴ FKMT's predecessor, Monarch Transport, LLC, is referred to as FKMT to avoid confusion with the purchaser of Monarch Transport LLC's assets, Osage Holdings, L.L.C., which also purchased the name Monarch Transport, LLC in November 2007 and currently does business under the name Monarch Transport, LLC.

was served. To be clear, Mr. Renkenmeyer did not sell FKMT's assets to New Monarch until late 2007—more than 18 months after the Bar Date Notice was served. Mr. Renkemeyer should have known about the Bar Date Notice. Among other things, his company was still doing business with the Debtors, and the bar date was widely known among Delphi's stakeholders. In addition, his former business partner and owner of New Monarch, Scott Crader, still occupied the space where the notices were being sent and Mr. Renkenmeyer could easily have arranged for his mail to be forwarded.

8. On January 20, 2006 and April 18, 2006, the Debtors filed their schedule of liabilities and amended schedule of liabilities (the "Schedules"). Copies of these Schedules are attached hereto as Exhibits E-1 and E-2. The Schedules listed FKMT's address as follows, in accordance with the Debtors' records:

Monarch Transport LLC
P.O. Box 413231
Kansas City, MO 64141-3231

9. Contrary to counsel's assertions, FKMT never filed a "formal change of address" with Delphi. (Response ¶ 7.) The document FKMT submits as evidence that it requested a formal change of address proves just the opposite; what FKMT submitted was merely an EFT Remit Authorization, and does not operate to change the address where notices are sent under the applicable Master Transportation Agreement or under the law. A copy of the EFT Remit Authorization is attached as Exhibit F and a copy of the Master Transportation Agreement is attached hereto as Exhibit G. The Master Transportation Agreement provided the terms and conditions governing FKMT's provision of transportation services to the Debtors. And paragraph 17 of the Master Transportation Agreement is controlling with respect to notice under the contract. Specifically, paragraph 17 states:

17. NOTICES. Except as otherwise provided in this Agreement, all required notices shall be in writing and will be considered given when delivered personally, express mail courier, or registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

Delphi: Delphi Automotive Systems LLC
5725 Delphi Drive
Troy, MI 48098
Attention: Global Logistics Director
Mail Code: 483-400-216

Carrier: Monarch Transport, LLC
1616 Argentine Blvd.
Kansas City, KS 66105

10. Moreover, paragraph 23 of the Master Transportation Agreement contains an integration clause providing that the agreement and the attached appendices "contain the entire understanding of the parties" and that any amendment to the agreement must be "signed in writing by both parties." (Master Transportation Agreement ¶ 23.) Accordingly, FKMT did not comply with the terms of the notice provision contained in the Master Transportation Agreement. In addition, the EFT Payment Authorization is simply not reasonably sufficient under the circumstances to alert the Debtors or this Court's notice agent, Kurtzman Carson Consultants LLC, of the change of name and address. Therefore, submitting the EFT Payment Authorization could not have possibly obviated FKMT's need to take the simple, but necessary, steps so that mail sent to 1616 Argentine Boulevard, Kansas City, KS 66105 was forwarded to Mr. Renkenmeyer at his new address.

11. Indeed, the Notices were sent to Monarch Transport, LLC's business address at 1616 Argentine Boulevard, Kansas City, KS 66105 (as reflected in the Debtors' creditor matrix and the address specified in the Master Transportation Agreement) and to P.O. Box 413231, Kansas City, MO 64141-3231 (the address reflected in the Debtors' Schedules). Although

FKMT disputes that certain Notices were received by FKMT, elsewhere in its pleadings FKMT acknowledges that the Notices in question were sent to the business address set forth in the Master Transportation Agreement. (Response ¶ 12; Motion to Lift Plan Injunction ¶ 12.)

12. Not only did FKMT fail to comply with the notice provision, but it also did not satisfy Bankruptcy Rule 2002's requirement for changing a mailing address. Specifically, Bankruptcy Rule 2002(g) provides that "if a creditor . . . has not filed a request designating a mailing address under Rule 2002(g)(1) or Rule 5003(e), the notices shall be mailed to the address shown on the list of creditors or schedule of liabilities, whichever is filed later. See Fed. R. Bankr. P. 2002(g)(2); see also Charles Borden v. Brunswick Baptist Church (In re Brunswick Baptist Church), 2007 WL 160749, *4 (N.D.N.Y. Jan. 16, 2007) (debtor not required to send bar date notice to known counsel of parties-in-interest when counsel did not file notice of appearance with bankruptcy court until "over two months after the deadline for filing proofs of claim.") As set forth in the Reorganized Debtors' Motion to Enforce Plan Injunction, each bar date notice was sent to the address listed on the Debtors' Schedules. FKMT never filed a notice of appearance or a proof of claim in these chapter 11 cases or contacted KCC to request that notices be sent to an address other than the address set forth in the Debtors' creditor matrix and schedules. Therefore, the Debtors fully met their obligations under Bankruptcy Rule 2002(g)(2) to serve FKMT with a copy of the bar date notice, notwithstanding FKMT's protestations to the contrary. FKMT was properly served with the Notices at the addresses, addressed to the entities, as set forth on the Debtors' Schedules.

13. The Reorganized Debtors complied with their noticing obligations as set forth under the Master Transportation Agreement and Bankruptcy Rule 2002 by sending copies of the Notices, including the Effective Date Notice, to FKMT at the addresses set forth in the Master

Transportation Agreement and listed on the Debtors' Schedules. Accordingly, the Debtors' proper mailing of the Notices constitutes effective service, and FKMT's assertions that it never received the Debtors' Notices should be rejected.⁵

B. The Reorganized Debtors Have Not Waived The Plan Injunction Or Any Order Of This Court

14. Notwithstanding the fact that FKMT failed to file the any claim in these chapter 11 cases, FKMT argues that the Reorganized Debtors have waived the right to rely on the Plan Injunction and this Court's bar dates. In support of this waiver argument, FKMT argues that Delphi Corporation's April 16, 2009 Interpleader filed in the Missouri Action specifically acknowledges that a portion of the invoices asserted in the Missouri Action had not been paid, and therefore this alleged admission against interest results in the Reorganized Debtors' waiver of the Plan Injunction and administrative expense bar dates set by this Court. (Response ¶ 15; Exh. A.) This so-called acknowledgement, however, was explicitly subject to "review of Delphi's books and records." (Id.) Moreover, the very correspondence FKMT points to in reliance of the Debtors' alleged acknowledgment states that "Delphi has no proof that these loads were ever actually delivered." (Response at Exh. D.)

15. In addition, it is of note that the Reorganized Debtors never represented or suggested that FKMT did not need to comply with this Court's orders. Moreover, the section 14.11 of the Modified Plan explicitly states that each holder of a claim was deemed to have waived, among other things, its right to assert that its claims against the Debtors should be allowed absent an applicable filing with the Bankruptcy Court. (Modified Plan § 14.11 (claimant waives right to assert that claim should be allowed "in a certain amount, in a certain priority . . .

⁵ See, e.g., Hagner v. United States, 285 U.S. 427, 430 (1932) ("The rule is well settled that proof that a letter properly directed was placed in a post office creates a presumption that it reached its destination in usual time and was actually received by the person to whom it was addressed.").

by virtue of an agreement made with the Debtors and/or their counsel, or any other party, if such agreement was not disclosed in this Plan, the Disclosure Statement, or papers filed with the Bankruptcy Court.".) See also Midland Cogeneration Venture Ltd. P'ship v. Enron Corp. (In re Enron Corp.), 419 F.3d 115, 122-23 (2d Cir. 2005) (holding that where bankruptcy court's bar date order is clear, equities will rarely if ever favor a party who fails to follow the rule).

Accordingly, the statements in Delphi's Interpleader cannot and do not constitute a waiver of the Plan Injunction or the administrative expense bar dates.

16. FKMT also tries to assert in its Response that these statements constitute "gross negligent acts or intentional acts" which could possibly bar the Reorganized Debtors from relying on the Plan Injunction and discharge. (Response ¶ 19.) In other words, FKMT attempts to take advantage of the carve-out to the exculpation and release provisions contained in the Modified Plan. Specifically, paragraph 20 of the Modification Approval Order states the exculpation provisions and releases granted pursuant to Article 11 of the Modified Plan does not extend to "any action or omission to the extent that such action or omission is determined in a final order to have constituted intentional fraud or willful misconduct." (Modification Approval Order ¶ 20.) Despite these bold allegations, FKMT (a) misstates the applicable standard to be "gross negligence or intentional acts" rather than the actual standard of "intentional fraud or willful misconduct" and (b) has not pleaded facts sufficient to satisfy the "intentional fraud and willful misconduct" qualifier to the exculpation and release provisions contained in paragraph 20 Modification Approval Order. Bradley v. Rell, No. 1:07-CV-0148, 2010 U.S. Dist. LEXIS 29606, at *13 (N.D.N.Y. Mar. 25, 2010) (claimant must make "[f]actual allegations . . . enough to raise a right to relief above the speculative level [to a plausible level],' assuming (of course) that all the allegations in the complaint are true." (quoting Bell Atl. Corp. v. Twombly, 550 U.S.

544, 555 (2007))). Regardless, FKMT would bear the burden of establishing a prima facie case of intentional fraud and willful misconduct. See In re DPH Holdings Corp., Hr'g Tr. at 74-75, Feb. 25, 2010 (Party asserting that discharge and Plan Injunction were not violated by nonbankruptcy action without first "asking [the Court] whether the injunction's breached or not [must set] forth a prima facie case on it.")

C. Payment Of Postpetition Shipping Invoices Constitutes A Request For An Administrative Expense Covered By The First Administrative Expense Bar Date Notice And The Effective Date Notice

17. Finally, having failed to file a timely administrative expense claim, FKMT continues to advance the argument it asserted in the Missouri Action, that postpetition invoices are not administrative expenses under section 503(b) of the Bankruptcy Code. (Response ¶ 20; Motion to Lift Plan Injunction ¶ 20; Motion for Declaration ¶ 1.) This argument is similarly without legal support, as section 503(b) of the Bankruptcy Code does not contain an exhaustive list of specific goods or services which may qualify as administrative expenses. See In re Chateaugay Corp., 102 B.R. 335, 353 (Bankr. S.D.N.Y. 1989) ("a Court is not limited to the specific examples of claims explicitly set for [sic] in § 503(b) as giving rise to an administrative expense."); In re DeSardi, 340 B.R. 790, 800 (Bankr. S.D. Tex. 2006) ("Administrative priority may be granted to appropriate claims that are not explicitly enumerated in the categories."); In re Mandel, 319 B.R. 743, 745 (Bankr. S.D. Fla. 2005) ("The claims enumerated in section 503(b), which qualify as administrative expenses, are not the only claims that are entitled to administrative priority." (citing Varsity Carpet Serv., Inc. v. Richardson, 19 F.3d 1371, 1377 (11th Cir. 1994))); 4 Collier on Bankruptcy, 503.01 at p. 203-8 (16th rev. ed. 2009) ("administrative expenses are generally those that are incurred by the estate after entry of the order for relief.").

18. Indeed, under the Bankruptcy Code, the only bases for paying FKMT's undisputed claims for shipping expenses which arose after the Petition Date but prior to the Effective Date would be either under 11 U.S.C. § 1129(a)(4), which provides for payments pursuant to a plan, or under 11 U.S.C. § 503, which allows for the payment of administrative expenses. Because the Modified Plan did not provide for payment of FKMT's postpetition shipping invoices, the sole basis for paying FKMT's claim against the Reorganized Debtors would be as an allowed administrative expense under 11 U.S.C. § 503 and Article 2.1 of the Modified Plan.

19. Yet in an effort to escape the consequences of its failure to file a claim in these chapter 11 cases, FKMT insists that postpetition invoices are not administrative expenses under section 503(b) of the Bankruptcy Code. (Response ¶ 20; Motion to Lift Plan Injunction ¶ 20; Motion for Declaration ¶ 1.) FKMT alleges that its claim against the Reorganized Debtors for unpaid invoices arising from shipping services "clearly do not fall under any provision of 11 U.S.C. 503(b)"—presumably because such services are not specifically enumerated in section 503(b). If FKMT is right, then even if FKMT had filed its claim on a timely basis or satisfied the excusable neglect standard applied to late claims, there would be no basis under the law for the Reorganized Debtors to pay its claims, and accordingly, the claims would be disallowed and FKMT's motions denied.

20. FKMT's argument also fails to address the scope and plain language of this Court's orders establishing the First Administrative Expense Bar Date and Final Administrative Expense Bar Date. For example, the paragraph 38 of the Modification Procedures Order provides in part:

[A]ny party that wishes to assert an administrative claim under 11 U.S.C. § 503(b) for the period from the commencement of these

cases through June 1, 2009 shall file a proof of administrative expense (each, an "Administrative Expense Claim Form") for the purpose of asserting an administrative expense request, including any substantial contribution claims (each, an "Administrative Expense Claim" or "Claim") against any of the Debtors. July 15, 2009 at 5:00 p.m. prevailing Eastern time shall be the deadline for submitting all Administrative Expense Claims (the "Administrative Claim Bar Date") for the period from the commencement of these cases through June 1, 2009.

(Modification Procedures Order ¶ 38.)

Furthermore, paragraph 41 of the Modification Procedures Order provides that:

any party that is required but fails to file a timely Administrative Expense Claim Form shall be forever barred, estopped and enjoined from asserting such claim against the Debtors, and the Debtors and their property shall be forever discharged from any and all indebtedness, liability, or obligation with respect to such claim.

(Modification Procedures Order ¶ 41.)

Similarly, paragraph 47 of the Modification Approval Order states that:

requests for payment of an Administrative [Expense] Claim (other than as set forth in the Modified Plan or otherwise contemplated by the Master Disposition Agreement, i.e., for such claims arising on or after June 1, 2009) must be filed, in substantially the form of the Administrative Claim Request Form attached as Exhibit 10.5 to the Modified Plan, with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee no later than 30 days notice of after the Effective Date is filed on the docket of the Chapter 11 Cases. Any request for payment of an Administrative Claim pursuant to this paragraph that is not timely filed and served shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors.

(Modification Approval Order ¶ 47.)

The plain language from this Court's prior orders sets forth both the requirement to file a timely administrative expense claim and the consequences for failing to file such a claim.⁶

54. After insisting that postpetition invoices are not administrative expenses governed by this Court's prior order, FKMT alternatively seeks "temporary leave of Court to file an Administrative Expense Claim" without offering any argument for why its failure to file a timely claim resulted from excusable neglect. (Motion for Declaration ¶ 2.)

55. FKMT offers no evidence that its late filing should be excused. Under the law, to be excused from a filing of a proof of claim after the applicable bar date, a claimant must establish excusable neglect, which standard was set forth by the United States Supreme Court in Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship, 507 U.S. 380, 391-92 (1993), and as applied by the United States Court of Appeals for the Second Circuit (the "Second Circuit"). In Pioneer, the Supreme Court held that excusable neglect is the failure to comply with a filing deadline because of negligence. Id. at 394. In examining whether a creditor's failure to file a claim by the bar date constituted excusable neglect, the Supreme Court found that the factors include "[a] the danger of prejudice to the debtor, [b] the length of the delay and its potential impact on judicial proceedings, [c] the reason for the delay, including whether it was within the reasonable control of the movant, and [d] whether the movant acted in good faith." Id. at 395. The Second Circuit has held the most important factor is the reason for the delay, including whether it was within the reasonable control of the movant. In re Enron Corp., 419 F.3d 115, 122-24 (2d Cir. 2005).

⁶ Excerpts containing the relevant provisions of this Court's orders have previously been sent to counsel for FKMT. (Reorganized Debtors' Motion to Enforce Plan Injunction at Exh. B.)

56. As this Court has consistently ruled on motions under Bankruptcy Rule 9006(b)(1) seeking leave to file an untimely proof of claim, a movant must first show that its failure to file a timely claim constituted "neglect," as opposed to willfulness or a knowing omission. FKMT's pleadings, and specifically its Motion for Declaration, reveal that FKMT's failure to file an administrative expense claim is not the result of neglect, but instead is part of FKMT's mistaken legal opinion that postpetition shipping invoices are not administrative expenses under section 503(b) of the Bankruptcy Code. (Response ¶ 20; Motion to Lift Plan Injunction ¶ 20; Motion for Declaration ¶ 1.) Then, a movant must show by a preponderance of the evidence that the neglect was "excusable." See, e.g., Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 (I) Denying United States Of America's Motion For Leave To File Late Claim And (II) Disallowing And Expunging Proof Of Claim Number 16727, entered March 6, 2008 (Docket No. 12980) at Exh. A p. 2 (citing Pioneer), aff'd March 24, 2009 (Docket No. 16515).

57. FKMT has not argued that its failure to file a timely Administrative Expense Claim was resulted from excusable neglect, let alone carried its burden to prove excusable neglect by a preponderance of the evidence.⁷ For that reason, FKMT's request for leave to file an Administrative Expense Claim must be denied.

⁷ The Reorganized Debtors reserve all rights to supplement this pleading in the event FKMT argues that its failure to file an Administrative Expense Claim was the result of excusable neglect. Moreover, even if this Court found that a motion for leave to file a late Administrative Expense Claim would be well taken as long as FKMT established excusable neglect, the Plan Injunction stays the Missouri Action absent a court order to the contrary. And even if FKMT could establish that such claims were not discharged, the Plan Injunction contained in paragraph 22(a) of the Modification Approval Order would still apply to "commencing or continuing in any manner any Claim, action, employment of process, or other proceeding . . . against the Reorganized Debtors, which they possessed or may possess prior to the Effective Date," whether or not such claim was discharged pursuant to the Modified Plan. (Modification Approval Order ¶ 22; Modified Plan § 11.14)

58. Accordingly, the Reorganized Debtors request that FKMT's Motion to Lift Plan Injunction and Motion for Declaration be denied and its Response to the Reorganized Debtors' Motion to Enforce Plan Injunction be overruled.

WHEREFORE the Reorganized Debtors respectfully request that this Court enter an order (a) granting the relief requested in the Reorganized Debtors' Motion to Enforce Plan Injunction, (b) denying FKMT's Motion to Lift Plan Injunction and FKMT's Motion for Declaration, and (c) granting the Reorganized Debtors such other and further relief as is just.

Dated: New York, New York
October 14, 2010

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ Ron E. Meisler
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler
155 North Wacker Drive
Chicago, Illinois 60606

- and -

Four Times Square
New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

Exhibit A

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

FKMT, LLC.,)	
)	
Plaintiff,)	
)	
v.)	Case No: 0816-CV39025
)	
)	Division 6
DELPHI CORPORATION, et al.,)	
Defendants.)	


ORDER

Before the court is defendant Delphi Corporation's motion to hold proceedings in abeyance filed June 29, 2010. The parties appeared for a case management conference on July 8, 2010. After reviewing the pleadings filed by the parties and being in all other respects duly advised in the premises;

IT IS HEREBY ORDERED that defendant Delphi Corporation's unopposed motion to hold proceedings in abeyance is **GRANTED**. This matter is taken off the trial docket. The case, including all pending motions is stayed until further notification from the Court. This case is set for a Telephonic Case Management Conference on Thursday, August 26, 2010, at 2:30 p.m.

IT IS SO ORDERED.

Dated: July 14, 2010



J. DALE YOUNGS, CIRCUIT JUDGE

I hereby certify that a copy of the foregoing was
Emailed/Mailed/Faxed this 14th day of July 2010, to:
Maureen McGlynn mo@mcglynnlaw.com
Troy Renkemeyer trenkemeyer@rcwlawfirm.com
Thomas Franklin tmflaw@swbell.net
Adam Caine
Judicial Law Clerk, Division Six

Exhibit B

Oct. 12, 2005 3:26PM

Monarch Transportation LLC

October 12, 2005

TO: Scott Crader
 Monarch Transportation
 1616 Argentine Blvd
 Kansas City, Ks. 66105

Dear Valued Supplier:

As you are no doubt aware, on October 8, 2005 (the "Petition Date"), Delphi Corporation and certain of its U.S. affiliates (collectively, the "Debtors"), filed voluntary petitions under chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Cases" and the "Bankruptcy Court," respectively). The Debtors have received the Bankruptcy Court's authority to pay certain suppliers in recognition of the importance of continuity in our business operations and our desire that the Bankruptcy Cases have as little effect on our operations as possible.

In accordance with the authority granted to them under the Bridge Order under 11 U.S.C. §§ 105 and 363(b) authorizing payment of certain prepetition (a) Shipping and delivery charges for goods in transit and (b) customs duties (the "Order"), the Debtors are making the payment included herewith. The Debtors will provisionally pay you 90% of your estimated prepetition trade claim (net of any (i) setoffs of \$0 to be memorialized in a separate stipulation to be presented to the Court, (ii) credits, including, without limitation, prepetition deposits of \$0 provided by the Debtors, or (iii) discounts) (the "Trade Claim"). You hereby acknowledge and agree that the amount of the Trade Claim is based upon the Debtors' books and records and subject to reconciliation with your books and records. To the extent that this reconciliation results in the amount of your actual prepetition trade claim being less than the estimated amount of your prepetition trade claim, you agree to promptly disgorge any excess amount of the Trade Claim. In exchange for receiving such payment, you hereby agree that you no longer have any prepetition amounts owing to you and that you will forever waive any and all claims, rights or causes of action related to any such prepetition amounts.

You hereby agree that you will keep the terms of this Agreement together with all related settlement discussions strictly confidential. You may disclose the terms of this Agreement only to your management personnel that need to know such information to implement the terms of this Agreement and legal counsel and other advisors with whom you have a recognized legal privilege; provided that all such parties have been informed of the confidentiality restrictions contained herein. You further agree that you will be responsible and liable for any breach of the confidentiality provisions set forth in this Agreement by your management personnel, legal counsel and other advisors. You acknowledge that failure to honor the confidentiality provisions contained herein would cause significant economic harm to the Debtors. Any discussions by you with any third parties, including the press or media or consultants, regarding this Agreement and its terms are expressly prohibited.

090016-001282

Oct 12, 2005 3:26PM Monarch Transport LLC

No. 1732 p. 3
NC 1111

Further, in exchange for receiving payment of the Trade Claim, you hereby agree that you have reviewed the terms and provisions of the Order and that you consent to be bound by such terms, including, without limitation, the extension of normal and customary trade terms, practices and programs.

You also hereby acknowledge and agree that you continue to be bound by the terms of each agreement between you and one or more of the Debtors, including, without limitation, the general terms and conditions applicable thereto, except to the extent modified by the terms of this agreement and the United States Bankruptcy Code.

The Debtors expressly reserve all of their rights at law and in equity, including, without limitation, all of their rights as debtors-in-possession under the United States Bankruptcy Code. Without limiting the generality of the foregoing sentence, this agreement, and any payment made hereunder, does not constitute (a) a waiver of the Debtors' rights (i) to dispute any claim, (ii) to reject any agreement, contract, purchase order or other document under section 365 of the United States Bankruptcy Code, or (iii) to take, or refrain from taking any other action under any applicable section of the United States Bankruptcy Code or any other applicable law, or (b) an approval, adoption or assumption of any agreement, contract, purchase order or other document under section 365 of the United States Bankruptcy Code or any other applicable law, all of the Debtors' rights with respect to which are expressly reserved.

If you have any questions about this Agreement or our financial restructuring, please do not hesitate to call (866) 688-8679.

Sincerely,

DELPHI CORPORATION

By: 

Its: Director, Global Logistics

ACCEPTED AND AGREED BY:

Scott Grader

By: 

Its: Owner

Dated: 12-Oct-05

Exhibit C

February 17, 2006

TO: Scott Crader
Monarch Transportation
1616 Argentine Blvd.
Kansas City, KS 66105

Dear Valued Supplier:

As you are aware, on October 8, 2005, Delphi Corporation and certain of its U.S. affiliates (collectively, the "Debtors"), filed voluntary petitions under chapter 11 of the United States Bankruptcy Code. On or about October 10, 2005, in accordance with the authority granted to them under the Order Under 11 U.S.C. §§ 105(a), 363(b), 1107, and 1108 Authorizing Payment of Certain Prepetition (i) Shipping and Delivery Charges for Goods in Transit and (ii) Customs Duties (the "Order"), the Debtors made a payment to you on account of your prepetition trade claim (the "Trade Claim").

Pursuant to that certain letter agreement between you and the Debtors dated October 12, 2005 (the "Letter Agreement"), you acknowledged and agreed that the amount of the Trade Claim was based upon the Debtors' books and records and subject to reconciliation with your books and records. Such reconciliation has been completed and, based upon the results thereof, the Debtors will pay you an additional \$0 (the "Reconciliation Payment") in full and final settlement of the Trade Claim. In exchange for receiving such Reconciliation Payment, you hereby agree that you no longer have any prepetition amounts owing to you and that you will forever waive any and all claims, rights or causes of action related to any such prepetition amounts.

You further acknowledge and agree that you continue to be bound by the terms of the Letter Agreement and that the terms of the Letter Agreement and the Order apply to the Debtors' payment of the Reconciliation Payment. If you have any questions about this agreement, please do not hesitate to call (866) 688-8679.

Sincerely,

DELPHI CORPORATION

By: Scott Crader
Its: Director, Global Logistics

Dated: 2/20/06

ACCEPTED AND AGREED BY:
Monarch Transportation

By: Scott Crader
Its: _____

Exhibit D

IN THE CIRCUIT COURT
OF JACKSON COUNTY, MISSOURI
CIVIL DIVISION

FKMT, LLC)	
f/k/a MONARCH TRANSPORT, LLC,)	
)	
Plaintiff,)	
)	
v.)	
)	
DELPHI CORPORATION,)	
)	
Defendant, Counterclaimant,)	Case No. 0816-CV39025
And Third-Party Plaintiff,)	
)	
)	Division 6
v.)	Chapter 60
)	
FKMT, LLC,)	
)	
Plaintiff and Counter-defendant,)	
)	
and)	
)	
MONARCH TRANSPORT LLC,)	
f/k/a OSAGE HOLDINGS, LLC,)	
)	
Third-Party Defendant.)	

AFFIDAVIT OF ROZALYN R. BURNS

COMES NOW Affiant Rozalyn R. Burns, being first duly sworn and under oath and does hereby state:

1. I am an adult over the age of 18 years and I am competent to give the testimony set forth in this Affidavit.

2. The information set forth herein is based upon the books and records of Delphi Corporation, as well as upon personal information.

3. I work in the Corporate Logistics Department for Delphi Corporation in Troy, Michigan, a position I have held at all times relevant hereto.

4. In or about January 2008, I was contacted by Troy Renkemeyer, who claimed that Delphi owned money for transportation services performed by "Monarch Transport." I subsequently learned that Monarch Transport sold its assets and company name in September 2007, and that Old Monarch and New Monarch were making competing claims that money was due to each of them.

5. Over the ensuing months, I worked with Troy Renkemeyer, attorney for and owner of Old Monarch, to discern what money Delphi owed, if any.

6. After investigation, Delphi identified several invoices for transportation services for which payment information could not be readily confirmed. A summary of those invoices is attached to Delphi's responses to Old Monarch's Motions for Summary Judgment, as Exhibit A. However, Delphi also determined that a number of the invoices for which Old Monarch demanded payment had already been paid in full. See Exhibit A and Exhibit B-1, attached hereto.

7. Several of the invoices for which Mr. Renkemeyer demanded payment relate to transportation services provided before October 2005, at which time Delphi filed a Voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code ("pre-petition invoices").

8. At all times relevant hereto, Delphi has attempted to work in good faith with Troy Renkemeyer and his former business partner Scott Crader to reconcile payment information and to answer all questions they raised.

9. In December 2008, Old Monarch filed suit against Delphi, demanding payment on the invoices identified in plaintiff's Exhibit A. The invoices over which Old Monarch filed suit fall into three categories:

(a) Invoices for which Delphi has not yet located payment information (“interplead invoices”);

(b) Invoices for which Delphi has made payment in full (“disputed invoices”); and

(c) Pre-petition invoices, which have also been paid in full.

10. I understand that Troy Renkemeyer, as counsel for Old Monarch, allowed Delphi an extension of time to answer the lawsuit so that the parties could attempt resolution.

11. In March 2009, while Delphi continued to work with Troy Renkemeyer to discern what money, if any, was owed to Old Monarch, attorney Tom Franklin asserted that the money was actually due to his client, New Monarch.

12. When an amicable solution proved impossible, Delphi answered Old Monarch’s lawsuit with an interpleader action, asking this Court to rule on whether the interplead invoices should be paid to Old or New Monarch.

13. In its Motion for Summary Judgment for Amounts Not Interplead (the “disputed invoices”), Old Monarch references a document it calls “Exhibit B,” and asserts that Exhibit B contains “a separate list of the remaining invoices for which plaintiff believes are outstanding and due from Delphi.” See Old Monarch’s Memorandum in Support of its Motion for Summary Judgment for Amounts Not Interplead, at ¶ 4.

14. Every invoice listed on plaintiff’s Exhibit B as a non-interplead invoice is also listed on plaintiff’s Exhibit A, entitled “Interplead Invoices.”

15. Plaintiff’s Exhibit A clearly identifies whether an invoice is “paid” or “outstanding.” For paid invoices, Exhibit A also lists the payment date and check number. The same information is identified on Delphi’s Exhibit A.


16. By searching Delphi's database of paid invoices, I have confirmed that every invoice on Old Monarch's Exhibit B, with the exception of number 6183, has been paid. Documentation of these payments is attached to this affidavit as Exhibit B-1.

17. Invoice number 6183, dated 05/26/2005, was also identified by Old Monarch as unpaid. However, Delphi has documentation that the money due for this invoice was paid to Old Monarch as part of Delphi's bankruptcy settlement. See December 2, 2005 e-mail from Tom Gay of Delphi to Scott Crader of Old Monarch, a copy of which is attached hereto as Exhibit B-2 and incorporated herein by reference.

18. Further, Scott Crader of Monarch Transportation, signed letters dated October 12, 2005 and February 17, 2006, admitting that Delphi had paid all pre-petition invoices and that Monarch Transport "will no longer have any pre-petition amounts owing to [it]" and "will forever waive any and all claims, rights or causes of action related to any such pre-petition amounts." See Exhibits B-3 and B-4, attached hereto.


19. The documents attached to this affidavit as Exhibits B-1 through B-4 are true and accurate copies of the information reflected therein; are documents kept in the ordinary course of Delphi's business; and were made contemporaneous with the actions and events they describe.

FURTHER AFFIANT SAYETH NOT.



Rozalyn R. Burns

Subscribed and sworn to before me this 31st day of July, 2009.



Notary Public

My commission expires: 7/21/14

KATHLEEN A. BAMBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES JUL 21, 2014
ACTING IN COUNTY OF OAKLAND

Exhibit E-1

In re: DELPHI AUTOMOTIVE SYSTEMS LLC Debtor, Case No. 05-44640 Entity #39

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT, UNLIQUIDATED DISPUTED	AMOUNT OF CLAIM
1027358 - 10006432 MOLER MARILYN (Address on File)	WORKERS COMPENSATION CLAIM NUMBER: 04-854152	Contingent, Disputed, Unliquidated	Unknown
1624782 - 10399940 MOLEX CONNECTOR CORP PO BOX 101853 ATLANTA GA 303921853	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$75,735.49
1624786 - 10399941 MOLEX INC PO BOX 101853 ATLANTA GA 303921853	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$7,884,692.14
1027364 - 10006433 MOLINA SUSAN (Address on File)	WORKERS COMPENSATION CLAIM NUMBER: 04-889292	Contingent, Disputed, Unliquidated	Unknown
1624790 - 10399942 MOLITOR INTERNATIONAL 1550 COLLINS LN MIDLAND MI 48640	ACCOUNTS PAYABLE		\$4,478.50
1624809 - 10399944 MONARCH LATHES LP PO BOX 931883 CLEVELAND OH 441935125	ACCOUNTS PAYABLE		\$109.40
1624810 - 10399945 MONARCH MACHINE TOOL INC PO BOX 4863 UTICA NY 13501	ACCOUNTS PAYABLE		\$860.00
1560840 - 10107113 MONARCH MARKING SYSTEMS, INC. c/o COOLIDGE WALL WOMSLEY & LOMBARD Attn SHANNON L. COSTELLO 33 WEST FIRST STREET SUITE 600 DAYTON OH 45402-1289	ENVIRONMENTAL CLAIMS CERCLA: TREMONT BARREL FILL PRP	Contingent, Disputed, Unliquidated	Unknown
1560840 - 10107114 MONARCH MARKING SYSTEMS, INC. c/o COOLIDGE WALL WOMSLEY & LOMBARD Attn TIM HOFFMAN 33 WEST FIRST STREET SUITE 600 DAYTON OH 45402-1289	ENVIRONMENTAL CLAIMS CERCLA: TREMONT BARREL FILL PRP	Contingent, Disputed, Unliquidated	Unknown
1624814 - 10399946 MONARCH SERVICES CALLE 4 792-13 SALTILLO COAH 25107 MEXICO	ACCOUNTS PAYABLE		\$16,413.50
1624816 - 10399947 MONARCH TRANSPORT LLC PO BOX 413231 KANSAS CITY MO 641413231	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$36,414.47

Exhibit E-2

In re: DELPHI AUTOMOTIVE SYSTEMS LLC Debtor, Case No. 05-44640 Entity #39

AMENDED AND RESTATED SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT, UNLIQUIDATED DISPUTED	AMOUNT OF CLAIM
1624816 - 10408452 MONARCH TRANSPORT LLC PO BOX 413231 KANSAS CITY MO 641413231	ACCOUNTS PAYABLE APRIL 2006 AMENDMENT - AMENDS SCHEDULE NUMBER 10399947 SCHEDULED FOR \$36,414.47	Disputed, Unliquidated	\$37,558.09
1624817 - 10411686 MONARCH WATER SYSTEMS 1230 BURNETT DRIVE XENIA OH 45385	ACCOUNTS PAYABLE APRIL 2006 AMENDMENT - AMENDS SCHEDULE NUMBER 10404280 SCHEDULED FOR \$.00		\$0.00
1624818 - 10399948 MONARCH WELDING & ENGINEERING INC 23538 PINWOOD WARREN MI 48091	ACCOUNTS PAYABLE		\$13,506.00
1027383 - 10006434 MONAST KAREN (Address on File)	WORKERS COMPENSATION CLAIM NUMBER: 79501757	Contingent, Disputed, Unliquidated	Unknown
1027386 - 10006435 MONCADA NANCY (Address on File)	WORKERS COMPENSATION CLAIM NUMBER: NJ0000374971	Contingent, Disputed, Unliquidated	Unknown
1027390 - 10006436 MONCRIEF RUTH (Address on File)	WORKERS COMPENSATION CLAIM NUMBER: L234315-22	Contingent, Disputed, Unliquidated	Unknown
2145536 - 10405164 MONEY, JIM (Address on File)	INDEMNIFIED CO-DEFENDANT C3-03-440, USDC SOUTHERN DISTRICT OH	Contingent, Disputed, Unliquidated	Unknown
1027402 - 10006437 MONKABA-WADSWORTH NANCY (Address on File)	WORKERS COMPENSATION	Contingent, Disputed, Unliquidated	Unknown
1624830 - 10399949 MONLANGROUP DIV OF ENVIRODYNE TECHNOLOGIES PO BOX 7 COMSTOCK MI 490410007	ACCOUNTS PAYABLE		\$7,850.00
1624840 - 10409282 MONOGRAMS & MORE INC IMPRESSIONS SPECIALTY ADV 8914 S TELEGRAPH TAYLOR MI 48180	ACCOUNTS PAYABLE APRIL 2006 AMENDMENT - AMENDS SCHEDULE NUMBER 10399950 SCHEDULED FOR \$4,952.91		\$0.00
2145537 - 10405165 MONREAN, ROBERT (Address on File)	INDEMNIFIED CO-DEFENDANT 05-CV-2004, COMMON PLEAS TRUMBELL COUNTY OH	Contingent, Disputed, Unliquidated	Unknown
1027407 - 10006438 MONROE ANGELA (Address on File)	WORKERS COMPENSATION CLAIM NUMBER: 04-818207	Contingent, Disputed, Unliquidated	Unknown
1624844 - 10399951 MONROE AUTO EQUIPMENT TENNECO AUTOMOTIVE INC 1 INTERNATIONAL DR MONROE MI 48161	ACCOUNTS PAYABLE		\$482,521.76

Exhibit F



Delphi Corporation
EFT Payment Authorization

Please complete and return this Electronic Funds Transfer (EFT) Authorization Form. This form is necessary in order to make payments to your company for shipments or services provided to Delphi Automotive Systems, North American Operations. Please type or print clearly.

Bank Verification: In addition to filling out this form you must provide confirmation of your bank account and routing number with one of three options:

- 1) Have your bank provide a contact name, phone number, stamp and/or signature on appropriate lines below, or
- 2) Your bank must use their own stationery to confirm bank routing information and your company's bank account number, or
- 3) You must provide a copy of a voided check with your company's bank account and routing information.

For all currencies, the receiving bank must include the bank's SWIFT ID Number. Canadian banks must provide their routing/transit number, German and Spanish banks must provide their in-country bank ID numbers, and United Kingdom banks must provide the appropriate Sort Code.

The undersigned ("Payee") authorizes Delphi Automotive Systems and any of its subsidiaries and affiliates (collectively, "Delphi Automotive Systems") to make payment for goods and services covered by any purchase order or agreement, now or hereinafter in effect, through electronic fund transfer.

In connection with electronic fund transfers, the Payee agrees as follows:

- 1) Payee will use reasonable efforts to verify and ensure that the Depository Institution selected by Payee is able to receive electronic fund transfers from Delphi Automotive Systems' originating bank directly, or from a correspondent bank or through an automated clearing house or any other electronic payment network designated or approved by Delphi Automotive Systems from time to time.
- 2) Payee may, at least 30 days prior to the effective date of the next electronic fund payment by Delphi Automotive Systems, change any portion of the information provided in this document by submitting to Delphi Automotive Systems an amended payment authorization in a form acceptable to Delphi Automotive Systems. The Payee is responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided to Delphi Automotive Systems or the Payee's failure to follow the procedure set forth in this document.
- 3) The payment terms specified in the applicable purchase order or agreement, other than the MNS2 payment term, are modified by adding three calendar days to the time period for payment. For example, for the "net 30 days" payment term, the electronic funds transfer will occur on the 33rd day. If the payment date is a non-banking day, the electronic funds transfer will occur the following day on which both Delphi Automotive Systems' originating bank and Payee's Depository Institution are available to transmit and receive electronic funds transfers.
- 4) Electronic fund transfers will be deemed to have been made when the Payee's Depository Institution receives or has control of the payment. Any loss of payment following the point at which the Payee's Depository Institution receives or has control of the payment will be borne by the payee.
- 5) In the event of duplicate payment, overpayment, fraudulent payment or payment made in error, Payee will promptly cause the return of funds to Delphi Automotive Systems at its designated originating bank.
- 6) In the event that payment has not been received by Payee, Payee shall notify Delphi Automotive Systems immediately in writing and Delphi Automotive Systems will have a reasonable period in which to make the payment, and until the expiration of that period, Payee agrees that it will not have or pursue any rights or remedies against Delphi Automotive Systems for any failure to make payment including, without limitation, actual, incidental, or consequential damages.

Company Name

& Duns Number: EKMT, LLC c/o TROY Renkemyer

Contact Name: TROY Renkemyer

Remit Address: 7500 College Blvd, Suite 900

Telephone Number: 913-906-9810

Overland Park, KS 66210

Fax Number: 913-906-9840

E-mail Address: Trenkemyer@RCWLawFirm.com

Banking Information

Account Name: EKMT, LLC

Account Currency: US Dollars
(List All Acceptable)

Account Number: 027010304

Bank Name: Commerce Bank

IBAN / Swift / Local Bank ID / Routing Number / UK Sort Cod: 101 000019

Bank Address: 13441 State Line Road

Bank Contact Name & Phone Number: June / Ali 816-234-2800

13441 STATE LINE RD.
Kansas City MO 64145

Bank Signature/Verification Stamp: June

KANAS CITY, MO 64145

The Payee accepts the terms of this agreement executed on this

26 day of February, 2009

(Payee Authorized Signature)

(Printed Name & Title)

The requested documents may be mailed or emailed to

Attn: Vendor MasterDept/Disbursement Services Mail DLF IT Park Plot No 129-132 OPP APHB Colony, Gachibowli Hyd-19,INDIA

Juarez.DelphiA.EFTContacts@Delphi.co (if emailing do not send originals)

Exhibit G

MASTER TRANSPORTATION AGREEMENT

THIS MASTER TRANSPORTION AGREEMENT (hereinafter, this "Agreement"), made and entered into as of the 19th day of July, 2004, is by and between Delphi Automotive Systems LLC, a Delaware limited liability company with principal business offices at 5725 Delphi Drive, Troy, Michigan 48098 (hereinafter called "Delphi") and Monarch Transport. LLC, a Kansas limited liability company with principal business offices at 1616 Argentine Blvd. Kansas City, KS 66105 (hereinafter called "Carrier").

RECITALS

WHEREAS, Carrier, as an independent contractor, desires to furnish transportation and transportation-related services (collectively, "Transportation Services") to Delphi and is duly registered as a carrier in interstate commerce with the Federal Motor Carrier Safety Administration ("FMCSA") and with those state regulatory agencies listed on Appendix A to this Agreement;

WHEREAS, subject to the terms and conditions, representations, and warranties of this Agreement, Delphi desires to obtain from Carrier Transportation Services;

WHEREAS, the Transportation Services provided herein are intended by the parties to be contract carriage as defined in 49 U.S.C. § 13102(4) and §14101(b);


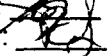
NOW, THEREFORE, Delphi and Carrier agree as follows:

1. APPLICABILITY. Transportation Services provided pursuant to this Agreement shall be performed between origin and destination points and/or places as more specifically named in the Appendices attached to this Agreement. Additional services may be included from time to time upon amendment of this Agreement in the manner designated herein.

2. APPENDICES. The following appendices attached to this Agreement are hereby incorporated by reference into, and expressly made an integral part of, this Agreement:

- Appendix A – Carrier's Operating Authorities
- Appendix B – Delphi's North American Facilities and Affiliates
- Appendix C – Rules and Accessorial Charges
- Appendix D – Rate Schedules

From time to time after the date of this Agreement, Delphi and Carrier may, by mutual agreement, amend the above appendices or add additional appendices to this Agreement. To be effective, any such appendix must be in writing, signed by both parties and dated. Appendices shall remain in effect until superceded by written agreement of the parties, termination or expiration of the specific appendix, or termination of this Agreement, whichever occurs first. In the event that any term or provision of any appendix is inconsistent with those contained in the remainder of this Agreement, the term or provision in the appendix shall govern. Notwithstanding Section 4 of this Agreement, appendices may be terminated individually by

Delphi: 
Carrier: 

Version 5.00 - 03/205

DELPHI-001101

either party, with or without cause, by giving the other party at least sixty (60) days' prior written notice of intent to terminate. All appendices will terminate upon termination of this Agreement.

3. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years commencing July 19, 2004 and ending July 18, 2007, ("Term"). After the Term, this Agreement shall remain in effect until terminated by either party, with or without cause, as provided in Section 4 of this Agreement.

4. TERMINATION.

a. Termination Without Cause.

- i. During the Term, the parties may terminate this Agreement without cause before the end of the Term by delivering sixty (60) days' prior written notice of intent to terminate to Carrier.
- ii. After the Term, either party may terminate this Agreement without cause by delivering sixty (60) days' prior written notice of intent to terminate to the other party.

b. Termination For Cause.

- i. Delphi may terminate this Agreement immediately without notice and without further obligation if a petition in bankruptcy is filed by or against Carrier, a receiver or trustee is appointed for Carrier, Carrier becomes insolvent or makes a general assignment for the benefit of its creditors.
- ii. Delphi may terminate this Agreement immediately without notice and without further obligation if all or any portion of Carrier's operating authority shall be revoked, suspended or otherwise limited, or Carrier's insurance policy is canceled, reduced or otherwise invalidated, or Carrier receives an "Unsatisfactory" safety rating at any time from the FMCSA.
- iii. Carrier shall promptly and in writing notify Delphi of the occurrence of any events set forth in sub-Sections 4.b.i. and ii. above. If Carrier fails to so notify Delphi, Carrier shall not assess, and Delphi shall have no obligation to pay, transportation rates and charges occurring after the date of such events. Furthermore, Carrier will immediately relinquish control over all Delphi goods in its possession and control in accordance with Delphi's written delivery instructions.

- c. Notice of Termination. Any notice of termination shall be delivered by facsimile transmission with a duplicate copy sent via US mail, postage prepaid, or express courier to the appropriate party as identified in Section 17 of this Agreement.

Delphi:
Carrier:



- d. Unsatisfactory Performance. If Carrier's performance is, in Delphi's sole judgment, unsatisfactory, Delphi shall make written demand upon Carrier to improve its performance. If Carrier cannot or does not improve its performance within thirty (30) days after such demand, Delphi shall at any time thereafter be entitled to terminate this Agreement immediately upon written notice to Carrier.

5. TRANSPORTATION SERVICES.



- a. Non-Exclusive Services. Carrier agrees to provide, on a non-exclusive basis as described in Section 12 of this Agreement, Transportation Services set forth in the appendices to this Agreement and as may reasonably be required by Delphi. Volumes are not guaranteed. Carrier shall perform all Transportation Services identified in the appendices in accordance with the terms and conditions of this Agreement including the applicable appendices. If Carrier is itself unable to fulfill any delivery obligations, then Carrier must use an alternate means to fulfill its obligations, honor the rate and service requirements specified in this Agreement including the appendices, and be solely responsible for any charges in excess of those set forth in the appendices.
- b. Commencement of Services. Commitments for specific Transportation Services will be made through the issuance of a shipping document (for example, but not limited to, a bill of lading, shipping notice, or shipping order) in either written or electronic form, in accordance with Delphi's established procedures. All shipping documents shall be subject to the terms and conditions of this Agreement and applicable appendices.
- c. On-Time Deliveries; Holiday Schedules. Carrier recognizes that Delphi requires shipments to be delivered on-time to maintain the continuity of its and its customer's operations. Therefore, Delphi and Carrier agree to the following:
- i. Carrier will deliver shipments in accordance with predetermined schedules in accordance with Delphi's established procedures. Absent notice to the contrary, production days will be assumed to be Monday through Friday, except on established Delphi Holidays listed in Appendix C to this Agreement
 - ii. If for any shipment, Carrier determines it will be unable to meet the applicable service schedule in the appendices, the "Service Guarantee" (Section 6.d.) will apply.
 - iii. Actual transit times should not exceed the transit times shown on the applicable appendices. If Carrier fails to meet a specified transit time, Delphi may, in addition to any other remedies, terminate all or any part of this Agreement including the appendices without any further liability hereunder and without relieving Carrier of any liability arising under this Agreement including the appendices prior to such termination.

Delphi: 
Carrier: 

- d. Cooperation; Best Efforts. Delphi and Carrier will cooperate in all matters relating to Transportation Services, including efforts to improve processes and reduce the cost of Transportation Services for their mutual benefit. Carrier will use its best skills and judgment to perform the Transportation Services in furtherance of the interests of Delphi, and in a safe, timely, diligent, efficient and economical manner.
- e. Continuous Improvement. Carrier will implement a company-wide "continuous improvement process" relative to Carrier's business with Delphi, which shall focus on achieving customer satisfaction. Carrier will make available to Delphi upon request its continuous improvement plan describing the process Carrier uses to implement continuous improvement and the documentation used to monitor and evaluate the process. Carrier, in conjunction with Delphi, will identify programs and processes to improve transportation-related operations and efficiencies of the parties.
- f. Quality Management. Carrier will participate in Delphi's Quality Management Program and Problem Reporting and Resolution (PR&R) Process. Carrier will use the medium established by Delphi to participate in the Quality Management Program and PR&R Process to include, but not limited to: e-business portal, internet or access to world wide web.

6. CARRIER'S OBLIGATIONS.

- a. Compliance with Laws, Rules and Regulations. Carrier represents and warrants to Delphi, and Delphi enters into this Agreement in reliance upon such representation and warranty, that Carrier, and, to the extent Carrier elects to use agents or other subcontractors ("Subcontractor") to perform the Transportation Services, that Carrier and Subcontractor: (i) possess all licenses, certifications, qualifications, and similar approvals from applicable federal, state, local, and foreign regulatory authorities required to lawfully conduct each of their respective operations and to perform the Transportation Services contemplated by this Agreement, to include, but not limited to be a duly registered carrier in interstate commerce with the FMCSA; (ii) duly registered in intrastate commerce with all appropriate state regulatory agencies as listed on Appendix A to this Agreement, copies of which registrations are attached to this Agreement under Appendix A and (iii) are in compliance in all respects with, and, at its sole expense, shall continue to comply with, all of the provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA, and all provisions of applicable federal, state, local, and foreign laws, rules and regulations required to perform the Transportation Services contemplated by this Agreement .
- b. ISO 9001 and/or 9002. Carrier represents and warrants to Delphi, and Delphi enters into this Agreement in reliance upon such representation and warranty, that Carrier has been certified as an ISO 9001 and/or ISO 9002 supplier, and that Carrier will continuously maintain, at its sole expense, such certification.

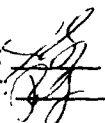
Delphi: 
Carrier: 

- c. Distinct Needs; Priority. Carrier acknowledges that Delphi, as a world leading supplier of vehicle electronics, transportation components, integrated systems, and modules, has distinct needs and requires priority service from its suppliers. Carrier agrees that Carrier's equipment and personnel shall be allocated to Delphi's Transportation Services needs on a priority basis.
- d. Service Guarantee. Carrier shall promptly and efficiently receive, transport in compliance with all applicable laws, deliver safely, and damage free, with reasonable dispatch and without delay, the goods entrusted to it pursuant to this Agreement, whether shipped to, or received from, Delphi or from/to third parties at the request of Delphi.
 - i. Carrier's Service will be 100% guaranteed for all Delphi locations and all non-Delphi off-site receiving locations involved (whether shipment is made on a "collect", prepaid" or "bill to third party" basis). Carrier is expected to deliver goods entrusted to it during the guaranteed scheduled window time. If Carrier expects or knows that it will be unable for any reason to deliver goods entrusted to it within the scheduled window time for any specific shipment, then Carrier's management will immediately contact Delphi whether as shipper, consignee or third party by telephone and coordinate with Delphi to determine whether such goods are critical and should be moved by expedited (including, but not limited to, airfreight and air charter) service or an alternate carrier. If Carrier's delivery failure is not a result of an event or circumstance described in Section 20, Force Majeure, Carrier will, after having consulted with Delphi, arrange for the expedited service and resulting freight charges will be the responsibility of the Carrier. Also, when any delay is due to Carrier, no charge for loading and unloading will be billed to Delphi and Carrier will be responsible and pay for loading and unloading charges. Delphi will be responsible for the otherwise applicable charges from the origin to destination.
 - ii. If a Delphi Facility requests that a shipment be expedited that would otherwise arrive at the scheduled window time, such expedited service will be shipped on a collect basis to the destination specified by the requesting Delphi Facility. Carrier's charges for all time required in unloading and reloading for diversion per the Delphi Facility's request is listed in Appendix C to this Agreement.
 - iii. If Carrier is requested by Delphi to perform cartage in conjunction with an air carrier or other form of expedited mode transportation, the rates specified in Appendix C shall apply. Delphi will be responsible for the otherwise applicable charges from origin to the point where transfer to expedited mode is made.


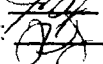
Delphi: 
Carrier: 

- iv. Carrier will advise Delphi via telephone and in writing of any shipper's failure to have a shipment available at the scheduled pick-up time, if such delay will affect Carrier's delivery commitments.
- e. Brokers; Bonding. Carrier must work with Delphi designated customs brokers and shall perform all document transfers promptly and without charge to Delphi or such customs brokers. Carrier will be adequately bonded.
- f. Receipts and Bills of Lading
 - i. Bill of Lading or Receipt. Each shipment received by Carrier shall be evidenced by a bill of lading or receipt in a form agreed upon by the parties, signed by Carrier, and showing the kind, quantity and condition of goods received by Carrier. Such bill of lading or receipt shall be conclusive evidence of receipt of such goods by Carrier in apparent good order and condition unless such goods are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt.
 - ii. Through Bill of Lading. All bills of lading shall be "through bills of lading" to ultimate destination and Carrier shall be liable to Delphi for loss, damage or delay in accordance with the terms of this Agreement regardless of any separate agreements entered into by Carrier with connecting carriers, subcontractors, cartage agents, or third parties.
 - iii. Delivery Receipt. Carrier shall obtain an acknowledgement of delivery for all shipments by notation on the bill of lading or a delivery receipt, signed and dated by the consignee. Upon Delphi's request, Carrier agrees to provide copies of same to Delphi in sufficient detail to substantiate billing for the services provided. Carrier shall retain such records for five (5) years after delivery of the involved shipments or for such greater period of time as may be required by law.
 - iv. Period of Carrier Responsibility. Carrier's duties and responsibilities under this Agreement shall commence when Carrier takes possession and control of shipper's goods or upon execution of such bill of lading or receipt by Carrier, whichever occurs first, and shall end when consignee signs the bill of lading or delivery receipt and Carrier delivers shipper's goods.
 - v. Conflict Between Agreement and Shipping Documentation. To the extent any term or condition of any bill of lading or receipt conflicts in any way with any term, condition or provision of this Agreement, this Agreement shall govern.

Delphi:
Carrier:



- g. Interlining; Substituted Service. Carrier agrees not to interline or use other motor carriers, or brokers, or to use "substituted services" by rail for Delphi's goods without the prior written agreement of Delphi. When, for Carrier's convenience, Carrier elects to use a Subcontractor for any Transportation Services described herein to serve a point it is authorized to serve, Carrier may do so at its expense, in which case Carrier shall continue to be fully liable for any loss, damage or delay to said shipments. If Carrier uses a Subcontractor, Carrier agrees to remain liable for any loss, damage or delay to Delphi's goods incurred in transit to the same extent that Carrier would be liable if it performed the transportation directly. Carrier will be responsible for all acts and omission of its Subcontractors, and will also be responsible for the payment of its Subcontractors' respective freight charges. Carrier warrants that it will only subcontract to parties who maintain the insurance coverage and limits set forth in Section 10 of this Agreement. If Carrier subcontracts with parties who do not maintain the required insurance coverage and limits, Carrier agrees to assume the responsibilities of the subcontracted parties to Delphi under this clause.
- h. Disclosure; Freight Bills. Carrier agrees to comply with the provisions of 49 U.S.C. § 13708 requiring carriers to disclose the actual rates, charges or allowances on freight bills, prohibiting false or misleading information on documents
- i. Financial Reports. Within thirty (30) days of filing with the FMCSA, Carrier agrees to submit to Delphi a copy of its Quarterly Financial Report as filed with the FMCSA pursuant to its regulations. If Carrier is not subject to FMCSA regulations, Carrier agrees to submit other evidence of its financial condition acceptable to Delphi, on a quarterly basis.
- j. Right to Audit. Carrier shall keep a separate account of the costs of providing Transportation Services in accordance with generally accepted accounting principles in the United States. Delphi, either by its own personnel or by its contractors (e.g. accounting firm), shall have the right to review, at its own expense, Carrier's books and records related to the Transportation Services during regular business hours. All information derived from any such audit will be used by Delphi solely for purposes consistent with the terms and conditions, and provisions of this Agreement.
- k. Diversion and Re-consignment. Carrier shall not divert or re-consign any shipment except upon written instructions of Delphi. Carrier shall not accept instructions for diversion or re-consignment without notice to Delphi, and written consent of Delphi.
- l. Motor Vehicles, Equipment and Drivers. At Carrier's sole cost and expense, Carrier will provide all facilities, vehicles, equipment and drivers and other personnel necessary to carry out the Transportation Services. Carrier's drivers and other personnel will conduct themselves in a professional manner at all times. The number and type of any special vehicles or equipment required for Transportation Services will be described in the applicable appendices. Except as provided in any such

Delphi: 
Carrier: 

appendices, Delphi will have no responsibility for such special vehicles or equipment separate from or in addition to the responsibilities provided herein.



- i. Lawful Operation. Carrier will, at its sole cost and expense, operate its motor vehicles and other equipment in a safe, efficient, economical and lawful manner. Carrier agrees to maintain, at its sole cost and expense, all motor vehicles, and other equipment used in the performance of the Transportation Services in good working condition and lawful operating condition at all times. Delphi shall have the right to immediately terminate this Agreement without notice if Carrier's equipment is not so maintained.
- ii. Qualified Personnel. Carrier shall, at its sole cost and expense, employ in the operation of its motor vehicles and equipment only qualified and licensed personnel, and shall procure and maintain such other licenses and permits as required by federal, state, local and foreign authorities with respect to such Transportation Services.
- iii. Operating Expenses. Carrier shall bear the cost and expense of all fuel, oil, tires, parts, service, maintenance and repair in connection with the use and operation of the motor vehicles and other equipment and which may be required to keep such motor vehicles and other equipment in good repair and mechanical condition. Delphi shall not be liable to Carrier for any damage sustained by or to Carrier's motor vehicles and other equipment or for loss by confiscation or seizure of Carrier's motor vehicles and other equipment by any authority, whether public or private.
- iv. Exclusive Control. Carrier shall have sole and exclusive control and direction over
 - (a) The manner in which Carrier and its Subcontractors perform the Transportation Services provided for hereunder, and Carrier shall utilize such persons as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Carrier. Carrier fully assumes all responsibility for the acts and omissions of its Subcontractors and, when applicable, shall have exclusive liability for the payment of federal, state, local, and foreign payroll taxes or contributions or taxes for unemployment insurance, workers' compensation, old age pensions or other social security and related protection, and agrees to comply with all applicable rules and regulations pertaining thereto. If under the applicable state unemployment compensation law, Carrier has the right to elect whether or not to come under and be bound by the terms of such law, Carrier shall either self-insure or promptly register under said law.
 - (b) Carrier maintains the unrestricted right to control how its equipment will be utilized to meet the quoted transit times. This includes

Delphi:
Carrier:



motor vehicle selection, acceptance of the goods as loaded, transfer of shipments and mixture of freight. All motor vehicles must be acceptable in size, weight carrying capacity, and configuration to transport the shipment, subject to sub-Section 6.1.iv. above.

- v. Safe Transportation. Delphi will not request, and Carrier will not perform, Transportation Services, which will require Carrier, or any of its Subcontractors or employees to violate speed, safety or transportation laws, or any other applicable laws, rules or regulations.
- vi. Unless otherwise provided in the appendices to this Agreement, Carrier will have operable two-way communication onboard in the form of satellite tracking or cell phone.
- vii. Carrier will comply with Delphi trailer safety standards, and other rules and standards published periodically in writing by Delphi and issued to carriers generally, subject to sub-Section 6.1.iv. above.
- m. Display of Delphi's Name. Carrier shall not display any trade name or any mark of Delphi upon Carrier's vehicles or other equipment. Carrier will not advertise or publish the fact it has contracted to furnish Transportation Services to Delphi, or use any trademark, trade name, or other mark of Delphi in advertising or promotional materials, without the prior written consent of Delphi.
- n. Clean Equipment. Carrier's equipment offered to Delphi for loading of the goods to be transported is to be clean, odor-free, dry, leak-proof and free of contamination and infestation. Carrier's equipment shall be subject to inspection for suitability and cleanliness by Delphi. The cleanliness or suitability of equipment must meet Delphi's standards of acceptability for the specific products to be transported.
- o. Hazardous and Non-Hazardous Waste. Carrier hereby covenants and agrees that no trailer, vehicle or other equipment which transports goods for Delphi hereunder shall ever have been used to transport refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous. Notwithstanding anything to the contrary herein, in the event that Carrier breaches the terms of this sub-Section o., Delphi shall have the right to immediately terminate this Agreement.
- p. Delay; Accidents. Carrier shall notify Delphi, whether as shipper, consignee or third party, immediately by telephone, of the occurrence of any accidents, spills, theft, hijacking or other events, which impair the safe and prompt delivery of the goods in its control.
- q. Rejected or Returned Shipments. If a shipment is rejected by the consignee, the shipment will be returned to the point of origin or be re-consigned. The applicable

Delphi: 
Carrier: 

rate for the return of the shipment will be the same as the inbound rate, and will be paid by the original shipper.

- r. Required Advance Electronic Presentation of Cargo Information. With respect to ground transportation-related services involving the importation of Delphi goods into the United States, Carrier further warrants that it is a Free and Secure Trade (FAST) and Customs-Trade Partnership Against Terrorism (C-TPAT) approved Carrier utilizing only FAST approved commercial drivers as promulgated by the Bureau of Customs and Border Protection.

7. COMPENSATION AND PAYMENT.

a. Rates

- i. Applicable Rates. Delphi agrees to pay to Carrier the rates set forth in Appendix D attached to this Agreement as full and complete compensation for the Transportation Services to be provided under this Agreement. Said rates are intended to apply to all goods shipped or received by Delphi, its Affiliates and/or third parties for Delphi's or any of its Affiliate's account from or to all of Delphi shipping and receiving points.
- ii. No Rate Adjustments. Rates set forth on Appendix D shall remain in effect throughout the Term, provided, however, rates may be established or amended in accordance with Section 2 to meet Delphi's changing shipping schedules and needs.
- iii. Shipments Not Covered by Rate Schedule. If Carrier accepts shipments from Delphi or its agents, which are not covered by Appendix D, Delphi agrees to pay reasonable rates and charges for such contract transportation. In determining the reasonable rates and charges for such transportation, the parties shall consider the then-prevailing level of rates and charges being quoted and assessed for similar transportation services.
- iv. Prepaid, Collect and Third Party Billing. This Agreement shall govern shipments tendered on freight "prepaid", "collect" or "bill to third party" basis.
- v. Delphi's Affiliates. The provisions of this Agreement shall inure to the benefit of Delphi, including its subsidiaries, affiliates, divisions and its parent company, and its parent company's subsidiaries and divisions, which are listed in Appendix B hereto. If any such Delphi Facility has rates and charges in effect on the date of this Agreement lower than those specified in Appendix D to this Agreement, such lower rates and charges shall continue to apply and shall be deemed an amendment to Appendix D to this Agreement, approved by Delphi and Carrier.

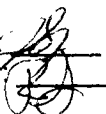
Delphi: 
Carrier: 

- vi. Inbound Prepaid Shipments from Delphi's Suppliers. It is the parties' intent to provide through this Agreement, a contractual relationship with Carrier for Delphi's vendors and suppliers on shipments transported into Delphi's facilities on inbound prepaid shipments unless a lower rate results from application of vendors' and suppliers' rates, contracts or discounts.
- vii. Outbound Collect Shipments. Rates and charges in Appendix D may also apply to Delphi's component suppliers when Delphi is the shipper and the supplier is responsible for the freight charges.

b. Rules; Tariffs.

- i. Applicable Rules. Shipments tendered to Carrier pursuant to this Agreement shall be subject to the rules set forth in Appendix C to this Agreement, including all accessorial and ancillary charges. Carrier agrees that there are no other applicable rates or charges except those established in Appendices to this Agreement.
 - ii. Non-Applicability of Tariffs. Tariffs, service guides or similar publications maintained by Carrier are not applicable to Transportation Services provided pursuant to this Agreement.
 - iii. Mileages. Mileages will be determined through the use of the currently effective "Rand McNally, Household Goods MileMaker Mileage Guide, Practical Route Option."
 - iv. Non-Alternation. Except as provided in sub-Sections 7.a.v. and vi. of this Agreement, the rules, rates and charges in this Agreement will apply to the exclusion of all other rules, rates or charges published between the same points, and the same routes, in Delphi tariffs or publications, if any.
- c. Payment; Procedure. Carrier shall invoice Delphi promptly following delivery of the shipment, Delphi may require submittal of a bill of lading and/or proof of delivery with invoice as a condition of payment. Carrier agrees that no penalties, loss of discount or interest will be assessed to Delphi for past due amounts. Time for payment will commence upon receipt by Delphi of a correct and complete invoice for Transportation Services rendered, and any cash discount privileges will be extended until such time as payment is due hereunder. Unless otherwise expressly agreed to in writing, the payment date will be the date established by Delphi's Multilateral Netting System ("MNS-2"), which provides, subject to banking and Delphi Holidays, that payment will be made on the second day of the second month following the receipt of a proper invoice. If the MNS-2 is a Saturday, Sunday or bank or Delphi Holiday, then payment will be on the next business day. If the parties have agreed in writing to an electronic funds transfer, then Delphi shall transfer funds electronically to the bank designated by Carrier in the applicable electronic funds transfer agreement ("EFT").

Delphi:
Carrier:



In the event of an electronic funds transfer, Delphi will have three (3) additional days from the EFT payment date in which to make the transfer. International movements between United States and Canada will be paid in U.S. funds. Movements made intra-Canada will be paid in Canadian funds.

- i. Freight Bills; Invoices. Carrier agrees to submit invoices via Electronic Data Interchange ("EDI"). Carrier's freight bills and/or invoices will contain all required data elements as defined by Delphi in the Carrier Reference Manual.
- ii. Time Limits; Freight Bill Submission. Invoices which are submitted for payment for Transportation Services performed more than twelve (12) months (determined by shipping date) prior to receipt of the invoice by Delphi will not be accepted for payment, except that clerical errors, mathematical errors, extension errors and duplicate payments may be corrected at any time.
- d. Right to Set Off Claims. Delphi shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to Carrier. Carrier shall have no lien for the retention of freight to secure payment of freight charges.
- e. Time Limits; Overcharge and Undercharge Claims. Each party retains the right for eighteen (18) months following payment to identify any erroneous under- or over-payment of the individual rates identified in this Agreement, and to file a claim accordingly. All overcharges and duplicate payments shall be processed by Carrier in accordance with 49 CFR Part 378.
- f. Time Limits; Suits for Freight Charges. Carrier must bring a civil action to recover charges for Transportation Services provided by Carrier within two (2) years after the date of shipment.

8. LIABILITY FOR LOSS, DAMAGE OR DELAY.

- a. Common Carrier Liability- Property Damage and Cargo Loss. Carrier agrees that, in the transportation of all goods hereunder, it assumes the liability for full actual loss, damage or injury to property or goods tendered for the account of Delphi for Transportation Services under this Agreement subject to the provisions of 49 U.S.C. § 14706, and 49 CFR Part 370 (claim regulations), such liability to exist during the Period of Carrier Responsibility specified in sub-Section 6.f.iv. of this Agreement.
- b. Disposition of Damaged Material. In assessing any loss or damage, Carrier understands goods which are transported for Delphi, including vehicles and components thereof, involve distinct needs surrounding maintenance of the quality associated with Delphi parts and safety. Damaged material will not be given to Carrier as part of the claims disposition process.

Delphi: 
Carrier: 

- c. Additional Damages. Carrier shall also be liable for Delphi's reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating, refurbishing, repackaging and re-shipping, plus Delphi's administrative expenses incurred in connection with the processing of claims against Carrier, plus a proportion of the freight charge for the whole shipment, equal to the ratio of the weight of lost or damaged goods to the weight of the entire shipment.
- d. Non-Applicability of Tariffs. Irrespective of any provisions in Carrier's tariffs, service guides or similar publications, Carrier's liability for loss, damage or delay shall be determined solely by the terms of this Agreement. Any attempts to limit Carrier's liability by tariff or other provisions incorporated by reference in a bill of lading or shipping document shall be deemed null and void.
- e. Replacement Shipments. Carrier acknowledges that Delphi may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement goods. If Carrier fails to make timely delivery of any shipment, Carrier shall be responsible for necessary costs, charges, fees and expenses resulting from such delay as per the Service Guarantee in Section 6.d. of this Agreement.
- f. Claims; Filing Requirements. Claims shall be made in writing, addressed to the Carrier at the address in Section 17.
- g. Time Limits; Claims for Loss or Damage. The time limit within which Delphi must file a claim against Carrier shall be twelve (12) months from the date of delivery or within twelve (12) months of a reasonable time for delivery if a complete loss. Carrier agrees to acknowledge all claims within thirty (30) days of receipt. All claims shall be paid, settled or disallowed by Carrier within forty-five (45) days of filing. Dis-allowances shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated by the Carrier, not its insurer. A claim shall not be invalidated when Delphi is unable to determine the amount of the claim within twelve (12) months. Claims for uncertain amounts shall not be disallowed for that reason alone.
- h. Time Limits; Suits for Loss or Damage. The time limit within which Delphi must institute suit against Carrier to recover on a claim shall be two (2) years and a day from the date Delphi receives a written disallowance from Carrier.
- i. Suits; Expenses and Attorneys' Fees. If Delphi is successful in recovering a claim against Carrier in a court of law or arbitration proceeding, Delphi shall be entitled to recover all of its expenses incurred in collecting its claim, including reasonable attorneys' fees, costs and interest from the date of delivery or scheduled delivery of the shipment. Carrier shall be entitled to recover said expenses only upon a finding by a court or arbitrator that a suit was instituted by the claimant in bad faith. Notwithstanding the foregoing, if applicable state law imposes an obligation of mutuality, each party shall bear its own attorneys' fees and costs.

Delphi:
Carrier:


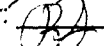


- j. Concealed Damage Claims. Claims based on a concealed loss or damage reported to Carrier within fifteen (15) days of the date of delivery shall be treated by Carrier as though an exception notation had been made on the delivery receipt at the time of delivery.
- k. Damaged or Refused Shipments; Salvage. Carrier shall not dispose of damaged or rejected goods without the prior written consent of Delphi. Delphi may determine, within its sole discretion, and not subject to a reasonableness standard, whether the goods may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be credited against Delphi's claim against Carrier. Carrier shall deliver all damaged shipments at its expense in accordance with Delphi's instructions.
- l. Shipper Load and Count. If shipments are loaded and counted by the shipper ("SL&C"), Carrier will count the goods at the first break-bulk point and report damages, overages and shortages via phone to Delphi, confirmed in writing, or Carrier will be liable for all such damages and shortages.
- m. Willful Misconduct. Willful misconduct, negligence, fundamental material breach or conversion on the part of Carrier, its employees, officers, directors or agents shall vitiate any and all liability limitations contained in this agreement.
- n. Claims Elimination. Carrier is expected to manage operations in a manner which eliminates loss and damage claims. All operations and management personnel must be trained in damage elimination. The Carrier's performance must be tracked in all service areas, especially claims frequency. This performance tracking should also be used when selecting and utilizing services other than those directly controlled by the Carrier.
- o. Survival of Provisions. The provisions of this Section 8 shall survive cancellation, termination, or expiration of this Agreement.

9. CONTRACT CARRIAGE. Delphi and Carrier intend and expressly agree this Agreement is to be a contract authorized under 49 U.S.C. §13102(4) and § 14101(b) to provide specified services under specified rates and conditions, and hereby expressly waive any and all rights and remedies under the motor carrier provisions of the Interstate Commerce Act, 40 United States Code §13101 *et seq.*, for the Transportation services provided hereunder. The parties hereto intend that the contractual arrangement be continuous in nature until such time as this Agreement terminates or is terminated by one or both of the parties. Any use of bills of lading, or other freight documents referring to "common carriers" and/or "tariffs", shall not alter the contract relationship created hereunder between the parties.

10. INSURANCE

- a. Liability, Workers Compensation, Employers Liability and Cargo. Carrier will defend, hold harmless and indemnify Delphi for any claim for insurance premium or any claim by any employee of the Carrier for injuries sustained in the ordinary course

Delphi: 
Carrier: 

of business, including, but not limited to, drivers, lumper's, helpers, agents or Subcontractors of Carrier. Carrier shall, at its sole cost and expense, obtain and maintain in full force at all times during the existence of this Agreement, the following types of insurance coverage's, with minimum limits as set forth below.

- i. Commercial General Liability. Covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability - US\$1,000,000 each occurrence.
 - ii. Business Automobile Liability. Covering all owned, hired, and non-owned vehicles - US\$1,000,000 each occurrence, including all applicable statutory coverage's.
 - iii. Workers Compensation. Statutory limits for all states of operation (U.S. only).
 - iv. Employers Liability. US\$1,000,000 each employee for bodily injury by accident and - US\$1,000,000 each employee for bodily injury by disease.
 - v. Blanket Crime. Coverage including employee dishonesty for acts against or involving Delphi property - US\$250,000 per occurrence (or Cargo Insurance without an exclusion for Crime or a bond as provided in Section 10b. below).
 - vi. Cargo Insurance. Motor Truck Cargo Legal Liability on an "all risk" basis including loading and unloading and interim storage. Limit will be equal at least to the highest value shipped on any one conveyance (or in storage) and in any event not less than US\$250,000 each claim.
 - vii. If any governmental body requires amounts of insurance in excess of that required in this Section 10, such required minimums will take precedence.
- b. Cargo Insurance; Employee Infidelity. Carrier's cargo insurance policies shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of Carrier's employees, agents, officers or directors. If said policy contains such exclusions, Carrier shall obtain and furnish a surety bond providing such coverage to the satisfaction of Delphi or by maintaining Crime Insurance with limits of US\$250,000.
 - c. Cargo Insurance; BMC-32 Endorsement. Carrier shall also obtain and deliver to Delphi a BMC-32 Endorsement to its cargo insurance policy in the form required by the FMCSA in 49 CFR § 387.313. Said endorsement shall protect Delphi for loss of or damage to its goods while in the possession or control of Carrier under this Agreement, up to the limits of said endorsement, and subject to its limitations.
 - d. Additional Insured on Liability Policies. Delphi shall be an additional insured on the Commercial General Liability and Business Automobile Liability policies.

Delphi: 
Carrier: 

- e. Loss Payee on Cargo Policy. Delphi shall be a "loss payee" on the cargo liability policy.
- f. Waiver of Subrogation and Primary Policies. Carrier's insurance policies shall provide for a waiver of subrogation and shall be written as primary policies not contributing with or in excess of coverage that Delphi may carry.
- g. Certificates of Insurance. Carrier shall provide certificates of insurance evidencing the insurance coverage required under this Agreement including additional insured on the Commercial General Liability and Business Automobile Liability policies and loss payee on the Cargo Policy. The certificates of insurance shall contain a clause providing that the insurer will not cancel or change coverage of the insurance without first giving Delphi thirty (30) days' prior written notice. Such certificates shall be in a form acceptable to and underwritten by an insurance company reasonably satisfactory to Delphi and with an A.M. Best Company rating of A- (A minus) or above.
- h. Self-Insurance. If Carrier is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the FMCSA or other governing agency.
- i. No Representation as to Adequacy. It is expressly understood that Delphi does not represent that the types or minimum limits of the insurance set forth herein are adequate to protect the Carrier's interests and the purchase of appropriate insurance coverage's or the furnishing of a certificate of insurance shall not release Carrier from its respective obligations or liabilities under this agreement. Deductible amounts under the foregoing policies shall be paid by Carrier.

11. INDEMNITY. Carrier shall indemnify, defend and hold harmless Delphi, its subsidiaries and affiliates, and its and their shareholders, directors, officers, employees, agents and representatives, from any and all claims, demands, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, for the death or personal injury of individuals, and/or the damage, loss or destruction of real or personal property of individuals; except those claims, demands, actions, damages, liabilities, costs and expenses arising out of the sole negligence or intentional acts of Delphi and/or its subsidiaries and affiliates. Carrier's indemnification under this Agreement includes any and all costs and expenses incurred in connection with the enforcement of this Section 11. The provisions of this Section 11 shall survive termination or expiration of this Agreement.

12. NON-EXCLUSIVE AGREEMENT. It is understood and agreed between the parties hereto that this is a non-exclusive Agreement and that Carrier shall be free to accept freight for transportation from shippers other than Delphi and that Delphi shall be free to tender freight for transportation to carriers other than Carrier.

13. NO AGENCY. Carrier shall perform the Transportation Services hereunder as an independent contractor. Carrier represents that it is entirely independent and that it is not, and will not become as a result of entering into this Agreement, substantially economically

Delphi: 
Carrier: 

dependent upon Delphi and there is no functional integration of Delphi's and the Carrier's respective operations. Nothing in this Agreement makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party. Without affecting the foregoing, Carrier will, at its expense, comply with all applicable federal, state, local, and foreign laws and regulations for social security, unemployment compensation, and tax withholding laws, immigration, occupational health and safety of its employees, wages and hours of employment, and affirmative and equal employment opportunity and employment practices. Carrier further agrees not to discriminate in its employment practices due to age, sex, race, color, creed or national origin and shall indemnify and hold harmless Delphi from any damage resulting from such failure.

14. ALTERNATIVE DISPUTE RESOLUTION. If the parties agree to arbitrate, disputes shall be submitted to the American Arbitration Association for arbitration under that organization's Commercial Arbitration Rules and Procedures. If so submitted to arbitration, no court action can be taken by either party prior to conclusion of the arbitration proceeding (other than the filing of suit to protect against the running of any period of limitations set forth in this Agreement or applicable statute), and the Arbitrator's decision shall be final and binding and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.



15. ELECTRONIC DATA INTERCHANGE. All information communicated electronically by Carrier will be in compliance with the standards of the American National Standard Institute. All shipping documents issued will be subject to the terms and conditions of this Agreement including the applicable Appendices. The Carrier shall retain or archive such transmissions in a suitable permanent media for a period of at least five years and shall make print copies of such records available on request.

16. ASSIGNMENT. Delphi may assign its rights and obligations under this Agreement to any controlled affiliate without Carrier's prior written consent. Carrier may not assign or delegate its rights or obligations under this Agreement without Delphi's prior written consent.

17. NOTICES. Except as otherwise provided in this Agreement, all required notices shall be in writing and will be considered given when delivered personally, express mail courier, or registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

Delphi: Delphi Automotive Systems LLC
5725 Delphi Drive
Troy, MI 48098
Attention: Global Logistics Director
Mail Code: 483-400-216

Carrier: Monarch Transport, LLC
1616 Argentine Blvd.
Kansas City, KS 66105

Delphi: 
Carrier: 

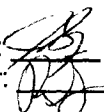
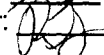
18. GOVERNING LAW. This Agreement shall be construed and enforced according to the internal laws of the State of Michigan, applicable to contracts executed in and to be performed entirely within that state.

19. CONFIDENTIALITY. As part of the business relationship between Carrier and Delphi, Carrier may be in or come into possession of information or data which constitute trade secrets, know-how, confidential information or are otherwise considered secret by Delphi (hereinafter "Information"). In consideration of the receipt of such Information and potential business, Carrier agrees to maintain such Information in the utmost of confidence; to use such Information solely in connection with the provision of Transportation Services and not in any manner harmful to Delphi; and to take all measures necessary to protect such Information. Each party will keep confidential, in accordance with its procedures for maintaining the confidence of other information of similar kind, the terms of this Agreement, including the appendices hereto, and not disclose such Information to non-affiliated third parties (excluding freight bill auditors, freight bill payers, and consultants) except as required by law, rule or regulation.

20. FORCE MAJEURE. Any delay or failure by either party to perform its obligations hereunder will be excused if, and to the extent that, such delay or failure is caused by or arises out of an event or occurrence beyond the reasonable control of such party and without its fault or negligence, such as, by way of example, acts of God or the public enemy, explosion, riot, war, sabotage, insurrection, fire, flood, labor disorder, (including lockouts, strikes and slowdowns), civil commotion, closing of the public highways and actions of a government authority (whether or not valid); provided that written notice of such delay or failure (including the anticipated duration of the delay) is given by the affected party to the other party within ten (10) days of the event or occurrence. If delay by Carrier lasts more than thirty (30) days or Carrier does not provide adequate assurance to Delphi that the delay will cease within thirty (30) days, Delphi may immediately terminate this Agreement, in whole or in part, without liability.

21. ACCESSORIAL CHARGES. Delphi's 'Schedule of Charges Addendum' to Appendix C 'Rules and Accessorial Charges' is hereby incorporated into and made an integral part of this Agreement. All provisions of such Addendum apply; provided, however, that in the event of a conflict with an appendix, such appendix will control with respect to its routes, rates and charges only. Notwithstanding the requirement in Section 2 that amendments be in writing and signed by both parties and dated, Delphi may make revisions to the Schedule of Charges Addendum and any revision to such the such Addendum will also become a part of this Agreement, provided (i) Delphi provides Carrier with a copy of such revision, and (ii) Carrier does not object to such revision within thirty (30) days of receipt thereof.

22. SEVERABILITY. If any provision of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement will remain in full force and effect.

Delphi: 
Carrier: 

23. ENTIRE AGREEMENT. This Agreement and the attached appendices contain the entire understanding of the parties, supercede all prior or contemporaneous discussions, understandings, negotiations and agreements, whether oral or written, and cannot be amended except in writing and, subject to Section 21 above, signed by both parties.

24. JURISDICTION AND VENUE. Any lawsuit arising directly or indirectly out of this Agreement shall be litigated in the Circuit Court for Oakland County, Michigan, or if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan.

25. WAIVER. A waiver of a breach of any term of this Agreement will not be considered (i) a waiver of a further breach of the same term, or (ii) a waiver of a breach of any other term.


26. COUNTERPARTS. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

27. TITLES AND HEADINGS. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret this Agreement.

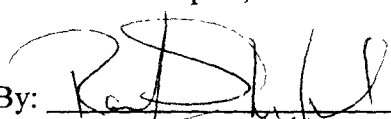
28. THIRD-PARTY BENEFICIARIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.


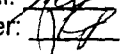
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Delphi Automotive Systems LLC

By: 
Title: DIRECTOR, GLOBAL LOGISTICS

Monarch Transport, LLC

By: 
Title: General Manager

Delphi: 
Carrier: 

APPENDIX A
CARRIER'S OPERATING AUTHORITIES

CONTRACT CARRIER

Delphi:
Carrier:

A handwritten signature in black ink, appearing to be "J. B. Smith", is written over the "Delphi:" and "Carrier:" labels.

APPENDIX B
DELPHI'S NORTH AMERICAN FACILITIES AND AFFILIATES

Divisional Global Logistics Managers


Delphi Electronics & Safety Headquarters	765-451-4082
Delphi Energy and Chassis Headquarters	248-813-4431
Delphi Thermal & Interior Systems Headquarters	248-655-0908
Delphi Packard Electric Systems Headquarters	330-373-7444
Delphi Saginaw Steering Systems Headquarters	989-757-3508
Delphi Product & Service Solutions Headquarters	248-267-8748

Division	Plant Name	Cisco	Address	City	State	Country	Zip
E&S	Deltronics de Matamoros SA de CV	66610	Carretera A Matamoros KM. 13.5 , Brecha E-99 A.P. 1201	Matamoros	Tamaulipas	Mexico	88780
E&S	Delnosa	66972	Parque Industrial Del Norte S/N , Libramiento Matamoros , Monterrey	Reynosa	Tamaulipas	Mexico	88500
E&S	JV: Flip Chip Tech.	N/A	3701 University Dr, Bldg. B,	Phoenix	Arizona	United States	85034
E&S	HE Microwave	N/A	2900 E. Elvira Rd.	Tuscon	Arizona	United States	85706-7129
E&S	Kokomo Ops	66001	2151 East Lincoln Rd.	Kokomo	Indiana	United States	46904-9005
E&S	Plants 6-7-9	66001	2033 East Boulevard	Kokomo	Indiana	United States	46904-9005
E&S	Plant 10	66001	1800 East Lincoln Rd.	Kokomo	Indiana	United States	46904-9005
E&S	Cuneo Service	66001	1125 East Vaile Ave.	Kokomo	Indiana	United States	46904-9005
E&S	Plant 8	66001	2100 East Lincoln Rd.	Kokomo	Indiana	United States	46904-9005
E&S	FAB III	66001	2150 East Lincoln Rd.	Kokomo	Indiana	United States	46904-9005
E&S	Plant 12/ERC	66001	2705 South Goyer Rd.	Kokomo	Indiana	United States	46904-9005
E&S	Flint Operations	66031	4134 Davison Rd.	Burton	Michigan	United States	48529
E&S	Flint Operations	66031	3224 Davison Rd.	Flint	Michigan	United States	48556
E&S	Fuba Automotive	N/A	2944 Waterview Dr.	Rochester Hills	Michigan	United States	48309
E&S	JV: CEI	66614	2408-A Industrial Dr.	Springfield	Tennessee	United States	37172
E&S	Los Indios Distribution Center	66610	601 Joaquin Cavazos Rd.	Los Indios	Texas	United States	78567



Delphi: 
Carrier: 

Division	Plant Name	Cisco	Address	City	State	Country	Zip
D	Milwaukee Operations	66011	7929 South Howell	Oak Creek (Milwaukee)	Wisconsin	United States	53154
E&C	Oshawa Operations	34031	700 Park Road South	Oshawa	Ontario	Canada	L1J8R1
E&C	Oshawa Battery	35009	1255 Stevenson Rd. S	Oshawa	Ontario	Canada	L1J8P9
E&C	Productos Delco de Chihuahua	34065	Ave. de las Industrias 4909, Nombre de Dios	Chihuahua	Chihuahua	Mexico	31110
E&C	Delphi Sistemas de Energia Chihuahua	35028	Ave Industrias 4907, ZI Nobre De Dios	Chihuahua	Chihuahua	Mexico	31110
E&C	Sistemas Electricos y Conmutadores	31022 35024	Avenida de las Industrias #1230 Parque Industrial Antonio J. Bermúdez	Juarez	Chihuahua	Mexico	32310
E&C	Saltillo	34063	Carretera Saltillo, P. Negras, KM 8.54 8540, 25900	Ramos Arizpe	Coahuila	Mexico	25900
E&C	Torreon	35032	Calle Alamedas 750 Esquina Torreon MX.	Torreon	Coahuila	Mexico	37077
E&C	Bujias Mexicanas (Bumex)	N/A	Bujias Mexicana SA de CV, Av. Benito Juarez 80, San Pablo Xalpa	Mexico City	Estado de Mexico	Mexico	54090
E&C	Tebo	N/A	Calle Ferrocarril 5, Francc. Industrial Alce Blanco, Naucalpan de Juarez, Edo.	Celaya	Guanajuato	Mexico	38000
E&C	Gabriel de Mexico - JV	N/A	Gabriel de Mexico SA de CV, Calle de los Ryes 10 y 2, Fracc. Industrial Puente de Vega	Tlalnepantla	Mexico	Mexico	54070
E&C	Katcon	N/A	Katco S A. de C.V. Av Manuel Ordenez 601, Santa Catarina	Monterrey	Nuevo Leon	Mexico	64849
E&C	San Luis Potosi	N/A	215 Zona Industrial del Potosi	San Luis Potosi	San Luis Potosi	Mexico	78395
E&C	Ca-Le	N/A	Empresa A-DE De Tlaxcala, S A. De C.V. , Manzana 2 Seccion C, C.D. Industrial Xicontenatl	Tetla	Tlaxcala	Mexico	90430
E&C	Anaheim	35010	1201 N. Magnolia Ave	Anaheim	California	United States	92801-2609
E&C	Cerritos BDC	35990	16028 South Marquardt Ave.	Cerritos	California	United States	90703
E&C	Jacksonville BDC	55003	12740 Kenan Dr. Building 100	Jacksonville	Florida	United States	32216
E&C	Fitzgerald	35012	342 Perry House Rd.	Fitzgerald	Georgia	United States	31750
E&C	Bolingbrook BDC	35997	471 Quadrangle Dr.	Bolingbrook	Illinois	United States	60440
E&C	Anderson Generator Plant 11	35111	2911 South Scatterfield Road	Anderson	Indiana	United States	46016

Delphi:
Carrier:



Division	Plant Name	Cisco	Address	City	State	Country	Zip
E&C	Plant #18	35118	2900 S. Scatterfeild Rd.	Anderson	Indiana	United States	46016
E&C	Plant #20	35120	2620 E. 38th St.	Anderson	Indiana	United States	46018
E&C	Plant #38	35138	2900 S. Scatterfeild Rd.	Anderson	Indiana	United States	46016
E&C	Indianapolis Batteries Plant 39	35039	7601 East 88th Street	Indianapolis	Indiana	United States	46256
E&C	Indianapolis Foreign Trade Zone	35437	1910 Girls School Rd.	Indianapolis	Indiana	United States	46256
E&C	Olathe	35008	400 W. Dennis Ave.	Olathe	Kansas	United States	66061
E&C	Coopersville	58006	999 West Randall	Coopersville	Michigan	United States	49404
E&C	Flint East	31005	1300 N. Dort Hwy	Flint	Michigan	United States	48556
E&C	Flint West	31023	300 N. Chevrolet Ave	Flint	Michigan	United States	48555
E&C	Delphi Energy & Chassis World Headquarters	34999	4800 South Saginaw Street	Flint	Michigan	United States	48507
E&C	Grand Rapids	58005	2100 Burlingame Ave, SE	Grand Rapids	Michigan	United States	49509-1753
E&C	Delphi E&C - Nabco	N/A	14407 Industrial Dr.	Kaleva	Michigan	United States	49645
E&C	Delphi E&C - Nabco	35511	639 N. Mill	Marion	Michigan	United States	46256
E&C	Delphi E&C - Nabco Plant 69	35602	591 E. Church Ave.	Reed City	Michigan	United States	49677
E&C	Saginaw	41048	2328 E. Genesee Ave.	Saginaw	Michigan	United States	48601
E&C	Laurel, Plt 28	35018	One Thames Ave.	Laurel	Mississippi	United States	39440
E&C	Cranbury BDC	35908	One Capital Drive - Suite 102	Cranbury	New Jersey	United States	08512
E&C	New Brunswick	35006	760 Jersey Ave.	New Brunswick	New Jersey	United States	08901
E&C	Rochester	58001	1000 Lexington Ave.	Rochester	New York	United States	14606
E&C	Home Ave	34005	2701 Home Ave,	Dayton	Ohio	United States	45417
E&C	Wisconsin Blvd	41001	1420 Wisconsin Blvd.	Dayton	Ohio	United States	45408
E&C	Needmore Rd	41002	3100 Needmore Rd,	Dayton	Ohio	United States	45414
E&C	Kettering	34001	2000 Forrer Blvd.	Kettering	Ohio	United States	45420
E&C	Sandusky	42017	2509 Hayes Ave.	Sandusky	Ohio	United States	44870
E&C	Vandalia	34008	480 N. Dixie Dr.	Vandalia	Ohio	United States	45377
E&C	Catalyst	N/A	1301 Main Parkway	Tulsa	Oklahoma	United States	74156

Delphi: 
Carrier: 

Division	Plant Name	Cisco	Address	City	State	Country	Zip
E&C	Saturn Vertical Logistics Cent	34033	1974 Ridgecrest Drive	Columbia	Tennessee	United States	38401
E&C	Roanoke BDC	35919	724 Henrietta Creek Rd.	Roanoke	Texas	United States	76262
E&C	Wichita Falls	31021	8600 Central Freeway N.	Wichita Falls	Texas	United States	76306
E&C	Milwaukee	31020	7929 South Howell	Milwaukee (Oak Creek)	Wisconsin	United States	53154
T&I	Delphi Harrison Thermal Systems c/o Automodular	37638	1100 Squires Beach Road	Pickering	Ontario	Canada	L1W 3M8
T&I	Silao Operations	37606	Lotes 47 al 50, Manzana 4 Parque Industrial Fipasi	Silao	Mexico	Mexico	36100
T&I	Tuscaloosa Operations	37008	3440 Kauloosa Ave	Tuscaloosa	Alabama	United States	35401
T&I	Delphi Harrison Thermal Systems c/o Modas	37672	5020 Flournoy Lucas Road	Shreveport	Louisiana	United States	71129
T&I	Delphi Harrison Thermal Systems c/o Jamestown Container	37610	2345 Walden Avenue	Buffalo	New York	United States	14225
T&I	Delphi Harrison Thermal Systems c/o Integrated Quality Solutions	37026	2299 Kenmore Avenue	Kenmore	New York	United States	14217
T&I	Delphi Harrison Thermal Systems c/o Par Industries	37629	5638 Old Saunders Settlement Road	Lockport	New York	United States	14094
T&I	Delphi Harrison Thermal Systems Building 6 A & E	37011	200 Upper Mountain Road	Lockport	New York	United States	14094
T&I	Lockport Complex	37002	200 Upper Mountain Rd. Bldg 7, Plt 2	Lockport	New York	United States	14094
T&I	Lockport Complex	37003	200 Upper Mountain Rd. Bldg 8, Plt 5	Lockport	New York	United States	14094
T&I	Lockport Complex	37004	200 Upper Mountain Rd. Bldg 9, Plt 4	Lockport	New York	United States	14094
T&I	Lockport Complex	37015	200 Upper Mountain Rd. - Model Shop Plt2 Bldg 7	Lockport	New York	United States	14094
T&I	Delphi Harrison Thermal Systems c/o Mariah Industries	37679	3193 Buffalo Ave	Niagara Falls	New York	United States	14303
T&I	Delphi Harrison Thermal Systems c/o Park Enterprises	37027	226 Jay Street	Rochester	New York	United States	14608
T&I	Kettering operations	37024	3535 South Kettering Boulevard	Kettering	Ohio	United States	45439
T&I	Moraine Operations	37007	3600 Dryden Rd	Moraine	Ohio	United States	45439
T&I	Delphi Harrison Thermal Systems c/o Jamestown Moraine Industries	37607	2447 D. East River Road	Moraine	Ohio	United States	45439
T&I	Delphi Harrison Thermal Systems c/o TDS Automotive	37661	1331 North Main Street	Mt Pleasant	Tennessee	United States	38474

Delphi
Carrier



Division	Plant Name	Cisco	Address	City	State	Country	Zip
T&I	Rio Bravo XX	37009	32 Celerity Wagon	El Paso	Texas	United States	79906
E&S	Rimir	36701	Ave. Michigan y Ohio S/N. Parque Industrial del Norte	Matamoros	Tamaulipas	Mexico	87310
E&S	CMM (Matamoros)	39701	Ave. Michigan y Prolongación Uniones. Parque Industrial del Norte A.P. 478	Matamoros	Tamaulipas	Mexico	87310
T&I	Adrian	39050	1450 E. Beecher	Adrian	Michigan	United States	49221
T&I	Lake Orion	36117	4872 Lapeer Road	Lake Orion	Michigan	United States	48359
T&I	Tuscaloosa Customer Service Center	36702	11005 Ed Stephens Rd	Cottondale	Alabama	United States	35453
T&I	Lansing Cockpit Assembly	36703	4521 W. Mt. Hope Hwy Suite 2	Lansing	Michigan	United States	48917
T&I	North Kansas City Cockpit Plant	36118	144 West 23rd Avenue	North Kansas City	Missouri	United States	64116
T&I	Columbus	36121	200 Georgesville Rd., MS C-10	Columbus	Ohio	United States	43228
T&I	Vandalia	39002	250 Northwoods Blvd.	Vandalia	Ohio	United States	45377
P	Noma Automotive	60998	245 Drumlin Circle	Concord	Ontario	Canada	L4K3ER
P	Plant 51 A.C.E. II (Casas Grandes)	60851	Ave. Tulum y Montealbán S/N Parque Industrial Paquimé	Casas Grandes	Chihuahua	Mexico	31700
P	Plant 52 A.C.E. I (Chihuahua I)	60852	Parque Industrial Las Américas S/N	Chihuahua	Chihuahua	Mexico	31200
P	Plant 56 A.C.E. V (Chihuahua II)	60856	Km. 3 Carr. a Avalos y Ave. Pacheco S/ N	Chihuahua	Chihuahua	Mexico	31090
P	Plant 54 A.C.E. VIII (Chihuahua III)	60859	Parque Industrial Las Américas S/N	Chihuahua	Chihuahua	Mexico	31200
P	Plant 57 A.C.E. IV (Cauhtemoc)	60857	Carr. a Anahuac Km. 5 Parque Industrial Cauhtemoc	Cauhtemoc	Chihuahua	Mexico	31579
P	Plant 55 A.C.E. III (Delicias)	60855	Calle 3a. y Avenida 16 Poniente # 1501	Delicias	Chihuahua	Mexico	33000
P	Plant 34 R.B.E. III	60834	Ave. Rio Bravo S/N Parque Industrial Rio Bravo Waterfill	Juarez	Chihuahua	Mexico	32550
P	Plant 35 R.B.E. X	60835	Calle Tapioca 5516, fracc. Ampliacion Aeropuerto, Apartado Postal	Juarez	Chihuahua	Mexico	32310
P	Plant 39 R.B.E. I (C.C.E. I)	60835	Ave. De las Industrias S/N Parque Industrial Antonio J. Bermudez	Juarez	Chihuahua	Mexico	32310
P	Plant 31 R.B.E. XI	60836	Calle Tapioca #9411	Juarez	Chihuahua	Mexico	32320

Delphi
Carrier



Division	Plant Name	Cisco	Address	City	State	Country	Zip
P	Plant 37 R.B.E. IX (C.C.E. III)	60837	Ave. Tecnológico y Juan Kepler #6915	Juarez	Chihuahua	Mexico	32320
P	Plant 38 / 38A R.B.E. V C.C.E. V)	60838	Fresnel y Farenheit #8525 Parque Industrial Antonio J. Bermúdez	Juarez	Chihuahua	Mexico	32310
P	Plant 32 R.B.E. VII (C.C.E. VII)	60841	Ave. Rio Bravo S/N Parque Industrial Rio Bravo Waterfill	Juarez	Chihuahua	Mexico	32550
P	Plant 33 R.B.E. IV	60842	Rafael Perez Sena y Henry Dunant Parque Industrial Omega	Juarez	Chihuahua	Mexico	32320
P	Volvo Truck Mfg. Facility	N/A	Lote Bravo II	Juarez	Chihuahua	Mexico	32310
P	Bermudez Industrial Park Calle	N/A	Bermudez Industrial Park	Juarez	Chihuahua	Mexico	32310
P	Plant 58 A.C.E. VI	60858	Carr. Panamericana Km. 1588	Meoqui	Chihuahua	Mexico	33130
P	Plant 50 A.C.E. XI	60455	Predio Santo Tomás S/N	Parral I	Chihuahua	Mexico	33800
P	Plant 88 E.C.C.S.A. VI (Sabinas)	60888	Vicente Riva Píalacio # 1705	Sabinas	Coahuila	Mexico	26760
P	Cerritos Complex Plts 93/94 E.C.C.S.A. IX / X	60893	Juan Navarro #390 Amiento Fundadores	Saltillo	Coahuila	Mexico	25020
P	Cerritos Complex Plts 93/94 E.C.C.S.A. IX / X	60894	Juan Navarro #390 Amiento Fundadores	Saltillo	Coahuila	Mexico	25020
P	Delphi Mechantronic Systems	60054	Poniente 4 Y Norte No 6	Matamoros	Matamoros	Mexico	87310
P	Plant 87 E.C.C.S.A. V	60887	Carretera A Don Martin #200	Anahuac	Nuevo Leon	Mexico	65030
P	Plant 86 E.C.C.S.A. IV	60886	Ave. Alamo 80	Linares	Nuevo Leon	Mexico	67755
P	Plant 83 E.C.C.S.A. I	60883	Pablo Livas #2501, Col. Las Villas	Monterrey	Nuevo Leon	Mexico	67070
P	Plant 84 E.C.C.S.A. II	60884	Serafin Pena #2055, Col. Fomerrey	Monterrey	Nuevo Leon	Mexico	67070
P	Plant 96 E.C.C.S.A. XI	60896	Ave. Mexico #200	Monterrey	Nuevo Leon	Mexico	67070
P	Plt 85 E.C.C.S.A. III (Sabinas Hidalgo)	60885	Calle Iturbide #1305 poniente	Sabinas Hidalgo	Nuevo Leon	Mexico	65200
P	Plant 59 A.C.E. VII (Los Mochis)	60895	Blvd. Macario Gaxiola #1001 Sur Col. Raúl Romanillo	Los Mochis	Sinaloa	Mexico	81280
P	Plt 81 / Dist Ctr A.A. I	60848	Iturbide #6970, Parque I. Longoria	Nuevo Laredo	Tamaulipas	Mexico	88075
P	Plant 82 A.A. II (Nuevo Laredo II)	60882	Av Finsa Esquina Con Fidel Velazquez, Parque Industrial Finsa	Nuevo Laredo	Tamaulipas	Mexico	88075
P	Victoria Plts 91/92 E.C.C.S.A. VII / VIII	60891	Boulevard Adolfo Lopez Mateos #805 PTE, Col. Las Adelitas	Victoria	Tamaulipas	Mexico	87020

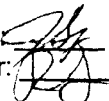
Delphi
Carrier

Division	Plant Name	Cisco	Address	City	State	Country	Zip
P	Plant 62 Cableados II (Fresnillo I)	60860	Ave. Del Parque #33 Col. Esparza	Fresnillo	Zacatecas	Mexico	99080
P	Plant 63 Cableados III (Fresnillo II)	60861	Calle Apozol #101, Col. Solidaridad	Fresnillo	Zacatecas	Mexico	99010
P	Plant 61 Cableados I (Zacatecas)	60863	Calzada de la Revolución #63 Col. Ejidal	Guadalupe	Zacatecas	Mexico	98600
P	Foley	53015	17195 Hwy. U.S. 98 W	Foley	Alabama	United States	36535
P	Plant 43 Gadsden	60092	4605 Airport Rd.	Gadsden	Alabama	United States	35904
P	Fort Defiance	53020	P.O Box 679 (Street Address - Old Coal Mine Rd)	Fort Defiance	Arizona	United States	86504
P	Irvine	53201	17150 Von Karman Avenue	Irvine	California	United States	92713-9685
P	Packard Hughes Interconnect	53205	9475 Nicola Tesla Court	San Diego	California	United States	92154
P	Delphi Mechatronic Systems	60046	3110 Woodcreek Dr	Downers Grove	Illinois	United States	60515
P	Lyall Technologies	60975	808 S. Cleveland Ave	Mt. Ayr	Iowa	United States	50854
P	Lyall Technologies	60975	111 E. Dewey St	Murray	Iowa	United States	50174
P	Brookhaven Plants 23 / 26 / 28	60030	925 Industrial Park Rd	Brookhaven	Mississippi	United States	39601
P	Brookhaven - ABM Warehouse	60031	120 Boyce Dr	Brookhaven	Mississippi	United States	39601
P	Clinton Complex Plants 21 / 22 / 25 / 27	60021	1001 Industrial Park Dr	Clinton	Mississippi	United States	39056
P	Clinton Complex Plants 21 / 22 / 25 / 27	60022	1001 Industrial Park Dr	Clinton	Mississippi	United States	39056
P	Plant 24 - Clinton	60024	947 Industrial Park Dr	Clinton	Mississippi	United States	39056
P	Columbia Cable Co.	N/A	96 Old Hwy 98	Columbia	Mississippi	United States	39429
P	Hattiesburg Cable Co.	N/A	6633 Hwy 49	Hattiesburg	Mississippi	United States	39401
P	Hazelhurst Warehouse	60037	220 W Whitworth St	Hazelhurst	Mississippi	United States	39083
P	Lextron	60501	251 W Mitchell	Jackson	Mississippi	United States	39213
P	Yazoo Cable Co.	N/A	2003 Gordon Ave	Yazoo City	Mississippi	United States	39194
P	Plant 45 Cortland	60060	1000 W. Main St	Cortland	Ohio	United States	44410

Delphi
Carrier



Division	Plant Name	Cisco	Address	City	State	Country	Zip
P	Plant 7 Rootstown	60040	5245 S. Prospect St.	Ravenna (Rootstown Twp.) 44266	Ohio	United States	44266
P	Plant 3 Dana Street	60003	408 Dana Street	Warren	Ohio	United States	44486
P	Plant 4 Dana Street	60003	408 Dana Street	Warren	Ohio	United States	44486
P	Plant 6 Dana Street	60003	408 Dana Street	Warren	Ohio	United States	44486
P	Plant 8 Griswold Street	60008	Griswold and Paige Ave.	Warren	Ohio	United States	44486
P	N. River Rd. Plt 10	60010	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 11	60011	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 13	60013	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 14	60014	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 15	60015	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 19	60036	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 49	60049	1265 N River Rd	Warren	Ohio	United States	44483
P	N. River Rd. Plt 46	60061	1265 N River Rd	Warren	Ohio	United States	44483
P	Freightliner Customer Service Center	60404	265 Parkway east	Duncan	South Carolina	United States	29334
P	Specialty Electronics, Inc.	N/A	19200 Asheville Highway	Landrum	South Carolina	United States	29356
P	Delphi Mechatronic Systems	60045	615 Elca Ln Ste A	Brownsville	Texas	United States	78521
S	Plant 38	44971	10 Atlas Court	Brampton	Ontario	Canada	L6T 5C1
S	Plant 68 RB	44032	Carretera Internal Zaragoza Isleta Parque Indal Rio Bravo	NV Zaragoza	Chihuahua	Mexico	32550
S	Plant 65, A.C.E.	44391	Santa Rosa de Viterbo # 12 (FINSA)	Queretaro	Queretaro	Mexico	76246
S	Plant 66, A C E.	44391	Santa Rosa de Viterbo # 12 (FINSA)	Queretaro	Queretaro	Mexico	76246
S	Plant 22	44001	PO Box 311-US 31N	Athens	Alabama	United States	35611
S	Plant 21	44021	PO Box 311-US 31N	Athens	Alabama	United States	35611

Delphi
Carrier: 

Division	Plant Name	Cisco	Address	City	State	Country	Zip
S	Plant 23	44123	PO Box 311-US 31N	Athens	Alabama	United States	35611
S	Plant 12	44068	499 East County Road, 300 South	New Castle	Indiana	United States	47362
S	Plant 47	44018	10000 Business Blvd	Dry Ridge	Kentucky	United States	41035
S	Plant 33	44604	665 Lapeer	Oxford	Michigan	United States	48051
S	Plant 46	44001	1860 Jefferson Ave	Saginaw	Michigan	United States	48601
S	Plant 48	44019	915 S Niagra	Saginaw	Michigan	United States	48602
S	Plant 14	44707	2975 Nodular Drive	Saginaw	Michigan	United States	48601
S	Plant 45	44001	3680 Cass Rd	Traverse City	Michigan	United States	49684
S	Plant 36	44974	50 Enterprise Drive	Vassar	Michigan	United States	48768
S	Plant 49	44020	110 East 9th St	Decatur	Mississippi	United States	39327
S	Plant 39	44601	Highway 13S	Polkville	Mississippi	United States	39117
S	Plant 37	44001	1655 Tech Drive	Bay City	Michigan	United States	48706
S	Plant 30	44030	2010 N Dort Highway	Flint	Michigan	United States	48506
S	Plant 1	44015	3900 E. Holland Rd	Saginaw	Michigan	United States	48601
S	Plant 17	44017	3900 E. Holland Rd	Saginaw	Michigan	United States	48601
S	Plant 3	44023	3900 E. Holland Rd	Saginaw	Michigan	United States	48601-9494
S	Plant 4	44024	3900 E. Holland Rd	Saginaw	Michigan	United States	48601-9494
S	Plant 5	44025	3900 E. Holland Rd	Saginaw	Michigan	United States	48601-9494
S	Plant 6	44026	3900 E. Holland Rd	Saginaw	Michigan	United States	48601-9494
S	Plant 7	44027	3900 E. Holland Rd	Saginaw	Michigan	United States	48601-9494
S	Plant 32	44603	165 W Morley Drive	Saginaw	Michigan	United States	48601
S	Plant 35	44970	2440 Aero Park Drive	Traverse City	Michigan	United States	49684
S	Plant 31	44001	1555 Enterprise Parkway	Twinsburg	Ohio	United States	44087
S	Plant 40	44031	48 Walter Jones Blvd	El Paso	Texas	United States	79906
S	MTC	44033	9650-C Railroad Drive	El Paso	Texas	United States	79924
S	Plant 43	44401	14215 Transportation St	Laredo	Texas	United States	78044
S	Plant 43 (Laredo Distribution Warehouse)	44034	13701 Mines Rd.	Laredo	TX	United States	78045

Delphi:
Carrier:



Division	Plant Name	Cisco	Address	City	State	Country	Zip
DP&SS	Delphi Product & Service Solutions Headquarters	24002	1441 W. Long Lake Rd.	Troy	MI	United States	48098
DP&SS	Delphi Product & Service Solutions USA Distribution	24002	Dock 22 & 23 6032 Gateway Dr.	Plainfield	IN	United States	46168

Delphi:
Carrier:



APPENDIX C
RULES AND ACCESSORIAL CHARGES

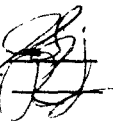
1. APPLICABILITY. The provisions of this Appendix C apply except to the extent specifically addressed differently in the attached Master Transportation Agreement including Appendices thereto. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Master Transportation Agreement.

2. ADDITIONAL LICENSES AND PERMITS. If Carrier obtains additional licenses and/or permits at the specific request of Delphi (e.g. overweight license or foreign commerce license), then Carrier will separately list the actual cost of such licenses and/or permits on its freight bill. Carrier's charges for "in-bond shipments" (defined as shipments that are transported through a foreign country subject to a bond) are limited to the amounts in the attached Schedule of Charges Addendum.

3. DETENTION EXCEPTIONS ONLY. When Carrier's vehicles are delayed or detained on the premises of the Delphi Facility or on premises designated by Delphi, the following will apply:

- a. Detention With Power. Free time will start upon arrival or scheduled arrival at Delphi Facility, whichever is later. Carrier will provide two (2) hours free time for the purposes of loading or unloading. In any case where a trailer will be unloaded and reloaded, then such two (2) hours free time will stop upon completion of the unloading, and will re-start upon reloading. After the expiration of the free time herein provided, charges for detaining a power unit will be assessed as noted in the attached Schedule of Charges Addendum.
- b. Detention Without Power. Carrier will provide 24 hours free time for the purpose of loading and unloading. After the expiration of the free time herein provided, charges for detaining a trailer will be assessed as noted in the attached Schedule of Charges Addendum.
- c. Neither free time nor detention will start on Saturday, Sunday, Delphi Holidays or a Delphi Shutdown Period, but will commence at 7:00 a.m. on the next business day following a Saturday, Sunday, Delphi Holiday, or Delphi Shutdown Period. "Delphi Holidays" are, as applicable between U.S. and Canada, generally defined as the days of celebration for: New Year's Day, Martin Luther King Jr. Holiday, Good Friday, Easter Monday, Victoria Day, Memorial Day, Independence Day, Canada Civic Holiday, Canada Day, Labor Day, U.S. National Election Day, Veterans' Day, Canada Thanksgiving Day and the previous Friday, U.S. Thanksgiving Day and the following Friday and December 24 through December 31, and any other days mutually agreed upon as a Holiday or any other day designated by Delphi as a Holiday. A "Delphi Shutdown Period" is defined as any period in which Delphi has designated a corporate-wide cessation of operations.

Delphi:
Carrier:



4. LOADING AND BLOCKING. Prior to leaving origin, the Carrier is responsible for ensuring the load or shipment is properly loaded, blocked, braced, secured and tarped, when applicable, for safe and damage free transportation. Pallets and banded lots will not be broken down by the Carrier. This provision may not apply when Carrier is tendered a sealed trailer.

5. PICKUP OR DELIVERY SERVICE ON SUNDAYS OR DELPHI HOLIDAYS. When a Delphi Facility requests Carrier to pickup or deliver freight, or spot trailers, on a Sunday or Delphi Holiday, such service will be subject to the charges as printed in the attached Schedule of Charges, unless it is a Delphi Holiday but not a Carrier Holiday, in which event normal rates apply. Some Delphi Facilities have continuous operations. Therefore, delivery may be required seven (7) days a week.

6. RE-CONSIGNMENT OR DIVERSION. Requests for re-consignment can be made by phone and must be confirmed in writing by the respective PC& L person having authority to do so for the requesting Delphi Facility. Re-consignment and diversion are considered synonymous and are defined as:

- Change in the name of consignor or consignee,
- Change in the place of delivery within original delivery point (e.g., dock 1 instead of dock 2),
- Change in the destination point, or
- Relinquishment of shipment at point of origin.

If any or all of the above occur, the maximum diversion charge according to the attached Schedule of Charges Addendum, will be assessed in addition to other charges which may apply within this appendix.

7. RE-DELIVERY. Delphi will be assessed a charge for re-delivery according to the attached Schedule of Charges Addendum when Carrier's shipment is tendered for delivery to a Delphi Facility and through no fault of the Carrier, such delivery cannot be accomplished at that facility. Before Carrier's driver leaves the Delphi Facility, the driver and/or a Carrier representative must notify the Delphi facility's material/transportation department of the problem.

8. SERVICE GUARANTEE. Reference Section 6.d in the Master Transportation Agreement

9. SCHEDULED PICKUP. Delphi and Carrier will work together to establish scheduled pickup times. .

10. BROKERAGE FEES. None will apply. All shipments or programs involving brokerage, customs, duty or GST must be handled by the Delphi designated broker, as per Section 6.e.

11. SERVICE REQUIREMENTS. Transit time is to be inclusive of a 5 day work week, excluding Delphi Holidays. Transit time calculations should be expressed in hours and include day of pickup and day of delivery. If the transit hours are such that a delivery cannot be made (e.g., flow thru terminal closed, Delphi Holiday, etc.), delivery will be made at the next scheduled delivery time. This will constitute "on-time" delivery and Delphi will not be responsible for any detention or other additional charges in connection therewith.

Delphi:
Carrier:



12. STOP-OFFS, TRUCKLOAD ONLY. A single shipment, subject to truckload rates, may be stopped in transit for partial loading or unloading. A general provision to this rule is the entire shipment must be available for pickup at time of tender.

- a. Stop-Off Charges. The initial pickup and the final delivery are not subject to stop-off charges. Except as provided, each stop-off will be subject to a stop-off charge according to the attached Schedule of Charges Addendum.
- b. Line Haul. Line haul charges will be determined on the basis of the contracted truckload rate from origin point to destination point

EXAMPLE:

A Delphi Facility and Carrier have a contract rate for truckload shipments between Dayton, OH and Flint, MI of \$300. Assuming the mileage for this lane is 300 miles, the effective rate would be \$1 per mile (300 miles = \$300).

Delphi requests Carrier pickup a shipment in Dayton, stop-off in Columbus, then deliver to Flint (mileage from Dayton-Columbus-Flint equals 400 miles). The following charges would apply for this example:

\$ 400 -	Line haul (400 miles @ \$1 per mile)
<u>30 -</u>	Stop-off charge in Columbus
<u>\$ 430 -</u>	Total charge

- c. **Intra-Plant Stops.** Pickup or delivery service may be performed at additional loading or unloading sites at origin, destination or intermediate stop-off points within the continuous private property at the place of the party receiving the service. Carrier is responsible for providing proof of an "Intra-Plant Stop". The charge for Intra-Plant Stops is listed in the attached Schedule of Charges.

13. VEHICLES FURNISHED BUT NOT USED. A charge will be assessed to the Delphi Facility if the request for pickup of a truckload shipment is cancelled after the Carrier's vehicle has entered the property of the shipping location. The attached Schedule of Charges will govern all charges. A dock stamp or shippers' signature is required to verify vehicle arrived at shipping location.

Delphi: 
Carrier: 

SCHEDULE OF CHARGES ADDENDUM

ALL CHARGES DENOMINATED IN \$ U.S. DOLLARS

Re: Article 2. Additional Licenses and Permits

Charges for handling each "In-Bond" shipment will not exceed: \$25.

Re: Article 3. Detention Charges

Time Period With Power
for each 30-minute period or fraction thereof beyond
free time (Saturday, Sunday and Delphi Holidays excluded): \$15.

Time Period Without Power
for each 24-hour period or fraction thereof beyond free
time (Saturday, Sunday and Delphi Holidays included): \$25.

Re: Article 5. Pickup or Delivery Service on Sundays or Delphi Holidays

Per Driver Hour: \$33.
Minimum Charge of 4 Hours: \$132.

Re: Article 6. Re-Consignment or Diversion Charge (Per Shipment): \$25.

Re: Article 8. Re-Delivery

If re-delivery of a shipment is required, a charge per
vehicle or trailer will be assessed: \$75. TL Per Vehicle
\$35. LTL Per Shipment
\$75. Maximum Charge

Re: Article 9. Service Guarantee

Cartage, loading and unloading for expedited services: \$5. Per CWT
\$30. Minimum Charge
\$250. Maximum Charge

Re: Article 12. Stop-Offs

Charges Per Stop: \$30. Per Stop
Intra-Plant Stops: \$20. Per Stop

Re: Article 13. Vehicle Furnished But Not Used

The charge will be assessed to a Delphi Facility making
such a request: \$75. TL
\$35. LTL

Delphi: 
Carrier: 

DELPHI

1 This is a revision of the Master Transportation Agreement between Delphi Automotive Systems LLC ("Delphi") and
dated 7/19/2004

2 In accordance with section 2, Delphi and Carrier desire to include and or amend Appendix D (Lanes and Rates, Schedules) to the Agreement

3 This revision in its entirety, will replace all previous Editions (Revisions and/or Amendments) to Appendix D or the Agreement

4 Unless otherwise noted, the Effective and Termination Date for each lane (route) listed below will be in accordance with Section 3 (Term of Agreement)

5 Except as expressly modified by this Revision, all other Terms and Conditions of the Agreement will remain unchanged and in full force and in effect

Monarch Transport LLC

("Carrier")

Appendix D Monarch Transport LLC

Revision effective date Monday, April 30, 2007

Lane ID	Version	Carr	Origin	Origin		Destination	Destination		Directional Rate		Funds	Basis	Equip	GST	Stop Fee	Rev #	Directional Miles		Effective Date	Termination Date	Revision Date
				City	State		City	State	One Way	Round Trip							One Way	Round Trip			
C136		36118	Dura Manufacturing	Gladwin	MI	Delphi T&I	Kansas City	MO	\$980 000	\$1,853 000	USD	Flat Rate	53 CV		\$0 00	1	822	1,644	12/6/2004	7/31/2007	
G037		36118	Delphi E&S	Los Indios	TX	Delphi T&I	N Kansas City	MO	\$1,800 000	\$2,300 000	USD	Flat Rate	53 CV		\$30 00	3	1,073	2,146	3/21/2005	7/31/2007	
MR03		36116	Delphi T&I	N Kansas City	MO	Progressive Molded	St. Joseph	MO	\$0 000	\$240 000	USD	Flat Rate	53 CV		\$0 00	0			7/19/2004	6/25/2006	
AT08	0	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	34	68	2/27/2006	7/16/2006	6/6/2006
AT08	0	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	34	68	7/17/2006	7/16/2007	6/6/2006
AT08	1	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	46	92	2/27/2006	7/16/2006	6/6/2006
AT08	1	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	46	92	7/17/2006	7/16/2007	6/6/2006
AT08	2	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	46	92	2/27/2006	7/16/2006	6/6/2006
AT08	2	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	46	92	7/17/2006	7/16/2007	6/6/2006
AT08	3	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	34	68	2/27/2006	7/16/2006	6/6/2006
AT08	3	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas Cy	MO	\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	34	68	7/17/2006	7/16/2007	6/6/2006
AT09		24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO	\$600 000	\$1,084 000	USD	Flat Rate	53 CV		\$30 00	6	487	974	8/12/2005	7/16/2006	6/6/2006
AT09		36118	LUNT MFG	Hempshire	IL	Delphi T&I	N Kansas City	MO	\$600 000	\$1,084 000	USD	Flat Rate	53 CV		\$30 00	9	487	974	7/17/2006	7/17/2007	6/6/2006
AT10		24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO	\$0 000	\$1,581 840	USD	Flat Rate	53 CV		\$30 00	7	676	1,352	10/19/2005	7/16/2006	6/6/2006
AT10		36118	JIT SERVICES INC	Huntsville	AL	Delphi T&I	N Kansas City	MO	\$0 000	\$1,581 840	USD	Flat Rate	53 CV		\$30 00	10	676	1,352	7/17/2006	7/17/2007	6/6/2006
AT11		24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO	\$833 300	\$1,569 680	USD	Flat Rate	53 CV		\$30 00	6	648	1,296	8/12/2005	7/16/2006	6/6/2006
AT11		36118	Camoplast Inc	Three Rivers	MI	Delphi T&I	N Kansas City	MO	\$833 300	\$1,569 680	USD	Flat Rate	53 CV		\$30 00	11	648	1,296	7/17/2006	7/16/2007	6/6/2006

For Delphi/Data 2 Logistics Billing Information.
www.Data2Logistics.com/delphiuser

Appendix D Monarch Transport LLC

Revision effective date Monday, April 30, 2007

Line ID	Version	Caro	Origin	Origin		Destination	Destination		State	Directional Rate		Fund	Equip	GST	Stop Fee	Directional Miles			Effective Date	Termination Date	Revision Date
				City	State		City	State		One Way	Round Trip					Rev #	One Way	Round Trip			
AT12		24030	Per Route Detail	xx	xx	Delphi T&I NKC	North Kansas City	MO	MO	\$0 000	\$2,146 250	USD	Flat Rate			6	1,020	2,040	8/1/2005	7/16/2006	6/9/2006
AT12		36118	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	MO	\$0 000	\$2,146 250	USD	Flat Rate			12	1,020	2,040	7/17/2006	9/27/2006	6/9/2006
AT13		24000	Per Route Detail	xx	xx	Delphi T&I Kansas City	Kansas City	MO	MO	\$980 000	\$1,853 000	USD	Flat Rate			6	820	1,640	8/1/2005	7/16/2006	6/9/2006
AT13		36118	DURA AUTOMOTIVE SYSTEMS	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO	MO	\$980 000	\$1,853 000	USD	Flat Rate			13	820	1,640	7/17/2006	7/17/2006	6/9/2006
AT16		36118	Collins & Akman	Columbia	MO	Delphi T&I NKC	Kansas City	MO	MO	\$0 000	\$400 000	USD	Flat Rate			15	134	268	7/17/2006	2/11/2007	6/9/2006
AT22		36118	COLLINS & AKMAN	RANTOUL	IL	DELPHI Thermal	Kansas City	MO	MO	\$0 000	\$1,056 000	USD	Flat Rate			18	440	880	8/21/2006	7/18/2007	8/7/2006
AD13		24000	Per Route Detail	xx	xx	Delphi T&I Kansas City	Kansas City	MO	MO	\$980 000	\$1,853 000	USD	Flat Rate			19	819	1,639	7/17/2006	9/17/2006	8/14/2006
AT17		36118	Delphi Adrian	Adrian	MI	Delphi T&I	Kansas City	MO	MO	\$0 000	\$1,685 000	USD	Flat Rate			16	733	1,466	7/17/2006	1/7/2007	12/4/2006
AD13		36118	DURA AUTOMOTIVE SYSTEMS	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO	MO	\$980 000	\$1,853 000	USD	Flat Rate			20	819	1,639	9/18/2006	4/8/2007	3/20/2007
AD13		36118	DURA AUTOMOTIVE SYSTEMS	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO	MO	\$980 000	\$1,853 000	USD	Flat Rate			23	882	1,701	4/9/2007	7/18/2007	3/20/2007
AT16		36116	Collins & Akman	Columbia	MO	Delphi T&I NKC	Kansas City	MO	MO	\$0 000	\$410 000	USD	Flat Rate			21	134	268	2/12/2007	4/8/2007	3/30/2007
AT12		36118	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	MO	\$0 000	\$2,220 000	USD	Flat Rate			14	1,020	2,040	9/28/2006	4/1/2007	4/3/2007
AT16		36118	Collins & Akman	Columbia	MO	Delphi T&I NKC	Kansas City	MO	MO	\$0 000	\$410 000	USD	Flat Rate			22	134	268	4/9/2007	5/13/2007	4/20/2007
AT12		37687	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	MO	\$0 000	\$2,220 000	USD	Flat Rate			24	1,020	2,040	4/22/2007	4/29/2007	4/27/2007
NT38		37687	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	MO	\$0 000	\$2,220 000	USD	Flat Rate			24	1,020	2,040	4/30/2007	7/18/2007	4/27/2007

Delphi Automotive Systems Inc.
By *[Signature]*
Title/DGSM Global Indirect Manager
Supply Chain Management

Monarch Transport LLC

By _____
Title _____

Delphi
Carrier

For Delphi/Data 2 Logistics Billing Information
www.Data2Logistics.com/delphuser

Page 2 of 2

Delphi - Logistics Shared Services

DELPHI-001136

DELPHI

1 This is a revision of the Master Transportation Agreement between Delphi Automotive Systems LLC ("Delphi") and dated 7/19/2004

- In accordance with section 2, Delphi and Carrier desire to include and or amend Appendix D (Lane, and Rates, Schedules) to the Agreement.
- This revision in its entirety, will replace all previous Editions (Revisions and/or Amendments) to Appendix D or the Agreement
- Unless otherwise noted, the Effective and Termination Date for each lane (route) listed below will be in accordance with Section 3 (Term of Agreement)
- Except as expressly modified by this Revision, all other Terms and Conditions of the Agreement will remain unchanged and in full force and in effect

Appendix D Monarch Transport LLC

Revision effective date Monday, April 16, 2007

Lane ID	Version	Crate	Origin	Origin		Destination	Destination		State	Directional Rate		Funds	Basis	Equip	GST	Stop Fee	Rev #	Directional Miles		Effective Date	Termination Date	Revision Date
				City	State		City	State		One Way	Round Trip							One Way	Round Trip			
C136		36118	Dura Manufacturing	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO		\$860 000	\$1,853 000	USD	Flat Rate	53 CV		\$0 00	1	822	1,844	12/6/2004	7/31/2007	
G037		36118	Delphi E&S	Los Indios	TX	Delphi T&I	N Kansas City	MO		\$1,800 000	\$2,300 000	USD	Flat Rate	53 CV		\$30 00	3	1,073	2,146	3/21/2005	7/31/2007	
MR03		36118	Delphi T&I	N Kansas City	MO	Progressive Molded	St. Joseph	MO		\$0 00	\$240 000	USD	Flat Rate	53 CV		\$0 00	0			7/19/2004	6/25/2006	
AT08	0	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	34	68	2/27/2006	7/16/2006	6/8/2006
AT08	0	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	34	68	7/17/2006	7/18/2007	6/8/2006
AT08	1	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	46	92	2/27/2006	7/16/2006	6/8/2006
AT08	1	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	46	92	7/17/2006	7/18/2007	6/8/2006
AT08	2	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	46	92	2/27/2006	7/16/2006	6/8/2006
AT08	2	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	46	92	7/17/2006	7/18/2007	6/8/2006
AT08	3	24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	6	34	68	2/27/2006	7/16/2006	6/8/2006
AT08	3	36118	PROGRESSIVE MOLDED PRODUCTS INC.	Saint Joseph	MO	Delphi T&I	N Kansas City	MO		\$215 000	\$215 000	USD	Flat Rate	53 CV		\$30 00	8	34	68	7/17/2006	7/18/2007	6/8/2006
AT09		24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$600 000	\$1,084 000	USD	Flat Rate	53 CV		\$30 00	6	487	974	8/1/2005	7/16/2006	6/9/2006
AT09		36118	LUNT MFG	Hampshire	IL	Delphi T&I	N Kansas City	MO		\$600 000	\$1,084 000	USD	Flat Rate	53 CV		\$30 00	9	487	974	7/17/2006	7/17/2007	6/9/2006
AT10		24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$0 00	\$1,581 840	USD	Flat Rate	53 CV		\$30 00	7	676	1,352	10/18/2005	7/16/2006	6/9/2006
AT10		36118	JIT SERVICES INC	Huntsville	AL	Delphi T&I	N Kansas City	MO		\$0 00	\$1,581 840	USD	Flat Rate	53 CV		\$30 00	10	676	1,352	7/17/2006	7/17/2007	6/9/2006
AT11		24000	Per Route Detail	xx	xx	Delphi T&I	N Kansas City	MO		\$633 300	\$1,569 680	USD	Flat Rate	53 CV		\$30 00	6	648	1,296	8/1/2005	7/16/2006	6/9/2006
AT11		36118	Cannoplast Inc	Three Rivers	MI	Delphi T&I	N Kansas City	MO		\$633 300	\$1,569 680	USD	Flat Rate	53 CV		\$30 00	11	648	1,296	7/17/2006	7/18/2007	6/9/2006

For Delphi/Data 2 Logistics Billing Information:
www.Data2Logistics.com/delphuser

Delphi
Carrier

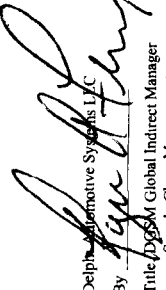
Appendix D

Monarch Transport LLC

Monday, April 16, 2007


Revision effective date

Lane ID	Version	Loco	Origin	Origin		Destination	Destination		Directional Rate				Directional Miles				Effective Date	Termination Date	Revision Date	
				City	State		City	State	One Way	Round Trip	Funds	Equip	GST	Stop Fee	Rev. #	One Way				Round Trip
AT12		24000	Per Route Detail	xx	xx	Delphi T&I NKC	North Kansas City	MO	\$0 000	\$2 146 250	USD	53' CV		\$30 00	6	1 020	2 040	8/1/2005	7/16/2006	6/9/2006
AT12		36118	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	\$0 000	\$2 146 250	USD	53' CV		\$30 00	12	1 020	2 040	7/17/2006	9/27/2006	6/9/2006
AT13		24000	Per Route Detail	xx	xx	Delphi T&I Kansas City	Kansas City	MO	\$980 000	\$1 853 000	USD	53' CV		\$30 00	6	820	1 640	8/1/2005	7/16/2006	6/9/2006
AT13		36118	DURA AUTOMOTIVE SYSTEMS INC	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO	\$980 000	\$1 853 000	USD	53' CV		\$30 00	13	820	1 640	7/17/2006	7/17/2006	6/9/2006
AT16		36118	Collins & Akman	Columbia	MO	Delphi T&I NKC	Kansas City	MO	\$0 000	\$400 000	USD	53' DD		\$30 00	15	134	268	7/17/2006	2/11/2007	6/29/2006
AT22		36118	COLLINS & AKMAN	RANTOUL	IL	DELPHI Thermal	Kansas City	MO	\$0 000	\$1 056 000	USD	53' CV		\$30 00	18	440	880	8/21/2006	7/19/2007	8/7/2006
AD13		24000	Per Route Detail	xx	xx	Delphi T&I Kansas City	Kansas City	MO	\$980 000	\$1 853 000	USD	53' CV		\$30 00	19	819	1 639	7/17/2006	9/17/2006	8/14/2006
AT17		36118	Delphi Adrian	Adrian	MI	Delphi T&I	Kansas City	MO	\$0 000	\$1 695 000	USD	53' CV		\$30 00	16	733	1 466	7/17/2006	1/7/2007	12/4/2006
AD13		36118	DURA AUTOMOTIVE SYSTEMS	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO	\$980 000	\$1 853 000	USD	53' CV		\$30 00	20	819	1 639	9/18/2006	4/8/2007	3/20/2007
AD13		36118	DURA AUTOMOTIVE SYSTEMS	Gladwin	MI	Delphi T&I Kansas City	Kansas City	MO	\$980 000	\$1 853 000	USD	53' CV		\$30 00	23	882	1 701	4/8/2007	7/16/2007	3/20/2007
AT16		36118	Collins & Akman	Columbia	MO	Delphi T&I NKC	Kansas City	MO	\$0 000	\$410 000	USD	53' DD		\$30 00	21	134	268	2/12/2007	4/6/2007	3/30/2007
AT16		36118	Collins & Akman	Columbia	MO	Delphi T&I NKC	Kansas City	MO	\$0 000	\$410 000	USD	53' DD		\$30 00	22	134	268	4/9/2007	6/19/2008	3/30/2007
AT12		36118	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	\$0 000	\$2 220 000	USD	53' CV		\$30 00	14	1 020	2 040	9/28/2006	4/1/2007	4/3/2007
AT12		36797	Delphi Lockport	Lockport	NY	Delphi T&I NKC	North Kansas City	MO	\$0 000	\$2 220 000	USD	53' CV		\$30 00	24	1 020	2 040	4/2/2007	7/16/2007	4/3/2007

Delphi Automotive Systems LLC
By: 
Title: Global Indirect Manager
Supply Chain Management

Monarch Transport LLC

By: _____
Title: _____


Delphi
Carrier

For Delphi/Data 2 Logistics Billing Information
www.Data2Logistics.com/delphuser

Monarch Transport LLC

2. In accordance with section 2, Delphi and Carrier desire to include and amend Appendix B (Loss and Rules, Schedule) to the Agreement.
3. This revision to its entirety, will replace all previous Editions (Revisions and/or Amendments) to Appendix D of the Agreement.
4. Unless otherwise noted, the Effective and Termination Dates for each June (month) below will be in accordance with Section 3.2 (Term of Agreement).
5. Except as expressly modified by this Revision, all other Terms and Conditions of the Agreement will remain unchanged and in full force and in effect.

Revaluation effective date. Monday, April 02, 2007

For Data2Data 2 Logistics Billing Information:
www.Data2Logistics.com/data2query

Page 7 of 7


Delphi - Logistics Shared Services

Appendix D: Mosaic Transport LLC

Revisions effective date, Monday, April 02, 2007

[illegible]

By: Michael Thompson, LLC
Title: Michael Thompson

By: 
 Name: Dr. S. S. Srinivasan
 Title: Global Indirect Manager
 Supply Chain Management

For Details/Data 2 Logistics/Holding Information
www.Data2Logistics.com/details/men

८१०८ गरीब

Delphi - Logistics Shared Services

1. This is a revision of the Master Transportation Agreement between Delphi Automotive Systems LLC ("Delphi") and

- Appendix D. Mondrich Transport LLC


Wednesday, February 14, 2007

For Delphi/Data 2 Logistics Billing Information:
www.Data2Logistics.com/delphuser

Delphi - Logistics Shared Services

Revisions effective date. Wednesday, February 14, 2007

Blonch Transport LLC
By: [Signature]
Tel: 703-100

Deputy Administrative Services, LLC
By: 
Title: DGS's Global Indirect Manager
Globe Management

Delphi
Carrington

For Delphi/Data 2 Logistics Billing Information,
www.Data2Logistics.com/delphiuser

Page 2 of 2

Delphi - Logistics Shared Services

DELPHI-001142

DELPHI-001143

Friday, December 09, 2006

Page 2 of 2

Delphia - Logistics Shared Services

DELPHI

1 This is a revision of the Master Transportation Agreement between Delphi Automotive Systems LLC ("Delphi") and dated 7/19/2004

- 2 In accordance with section 2, Delphi and Carrier desire to include and/or amend Appendix D (Lanes and Rates, Schedules), to the Agreement
- 3 This revision in its entirety, will replace all previous Editions (Revisions and/or Amendments) to Appendix D or the Agreement
- 4 Unless otherwise noted, the Effective and Termination Date for each lane (route) listed below will be in accordance with Section 3 (Term of Agreement)
- 5 Except as expressly modified by this Revision, all other Terms and Conditions of the Agreement will remain unchanged and in full force and in effect

Monarch Transport LLC

("Carrier"),

Appendix D Monarch Transport LLC

Revision effective date Thursday, March 02, 2006

Lane ID	Version	Cisco	Origin		Destination		Directional Rate		Funds	Equip	Stop Fee	Rev. #	Directional Miles		Effective Date	Termination Date
			City	State	City	State	One Way	Round Trip					One Way	Round Trip		
MR01		36118	Delphi T&I	MO	N Kansas City	MO	\$0 000	\$1,725 000	USD	53' CV	\$0 00	0			7/19/2004	7/31/2005
MR02		36118	Delphi T&I	MO	N Kansas City	MO	\$0 000	\$1,550 000	USD	53' CV	\$0 00	0			7/19/2004	7/31/2005
MR03		36118	Delphi T&I	MO	N Kansas City	MO	\$0 000	\$240 000	USD	53' CV	\$0 00	0			7/19/2004	7/31/2005
C136		36118	Dura Manufacturing	MI	Gladwin	MI	\$980 000	\$1,853 000	USD	53' CV	\$0 00	1	822	1,844	12/6/2004	7/31/2007
C135		36118	Lunt Manufacturing	IL	Hampshire	IL	\$600 000	\$1,084 000	USD	53' CV	\$30 00	2			12/6/2004	7/31/2005
G037		36118	Delphi E&S	TX	Los Indios	TX	\$1,800 000	\$2,300 000	USD	53' CV	\$30 00	3	1,073	2,146	3/21/2005	7/31/2007
G053		36118	PMP	MO	St Joseph	MO	\$215 000	\$215 000	USD	53' CV	\$0 00	4			4/11/2005	7/31/2005
G065		36118	Delphi Lockport	NY	Lockport	NY	\$0 000	\$2,145 250	USD	53' CV	\$0 00	5			5/9/2005	7/31/2005
AD04		24000	Per Route Detail	XX	Per Route Detail	XX	\$1,800 000	\$2,300 000	USD	53' CV	\$30 00	6	1,156	2,230	8/1/2005	7/18/2007
AT08		24000	Per Route Detail	XX	Per Route Detail	XX	\$215 000	\$215 000	USD	53' CV	\$30 00	6	46	92	8/1/2005	2/26/2006
AT08	0	24000	Per Route Detail	XX	Per Route Detail	XX	\$215 000	\$215 000	USD	53' CV	\$30 00	6	34	68	2/27/2006	7/18/2007
AT08	1	24000	Per Route Detail	XX	Per Route Detail	XX	\$215 000	\$215 000	USD	53' CV	\$30 00	6	46	92	2/27/2006	7/18/2007
AT08	2	24000	Per Route Detail	XX	Per Route Detail	XX	\$215 000	\$215 000	USD	53' CV	\$30 00	6	46	92	2/27/2006	7/18/2007

Delphi
Carrier

Appendix D Monarch Transport LLC

Revision effective date Thursday, March 02, 2006

Lane ID	Version	Ciso	Origin		State	Destination	Destination		Funds	Directional Rate		Equip	Stop Fee	Rev. #	Directional Miles		Effective Date	Termination Date
			City	State			City	State		One Way	Round Trip				One Way	Round Trip		
AT08	3	24000	Per Route Detail		XX	Delphi T&I	N Kansas City	MO	USD	\$215 000	\$215 000	53' CV	\$30 00	6	34	68	2/27/2006	7/18/2007
AT09		24000	Per Route Detail		XX	Delphi T&I	N Kansas City	MO	USD	\$600 000	\$1,084 000	53' CV	\$30 00	6	487	974	8/1/2005	7/17/2007
AT11		24000	Per Route Detail		XX	Delphi T&I	N Kansas City	MO	USD	\$533 300	\$1,589 680	53' CV	\$30 00	6	648	1,296	8/1/2005	3/10/2007
AT12		24000	Per Route Detail		XX	Delphi T&I NKC	North Kansas City	MO	USD	\$0 000	\$2,146 250	53' CV	\$30 00	6	1,020	2,040	8/1/2005	7/18/2007
AT13		24000	Per Route Detail		XX	Delphi T&I Kansas	Kansas City	MO	USD	\$980 000	\$1,853 000	53' CV	\$30 00	6	820	1,640	8/1/2005	7/18/2007
AT10		24000	Per Route Detail		XX	Delphi T&I	N Kansas City	MO	USD	\$0 000	\$1,581 840	53' CV	\$30 00	7	676	1,352	10/18/2005	7/17/2007

Delphi Automotive Systems LLC
By: *[Signature]*
Title Director, Global Logistics

Monarch Transport LLC
By: *[Signature]*
Title Receiver

Delphi
Carrier

EXHIBIT D

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
155 North Wacker Drive
Chicago, Illinois 60606
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

DPH Holdings Corp. Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

DPH Holdings Corp. Legal Information Website:
<http://www.dphholdingsdocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DPH HOLDINGS CORP., <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
	:	(Jointly Administered)
Reorganized Debtors.	:	
	:	
-----	x	

NOTICE OF ADJOURNMENT OF CLAIMS OBJECTION HEARING WITH
RESPECT TO DEBTORS' OBJECTION TO PROOFS OF CLAIM NUMBERS
10123 AND 10393 FILED BY THE HERAEUS ENTITIES

("NOTICE OF ADJOURNMENT OF CLAIMS OBJECTION HEARING AS TO
PROOFS OF CLAIM NUMBERS 10123 AND 10393")

PLEASE TAKE NOTICE that on October 31, 2006, Delphi Corporation and certain of its subsidiaries and affiliates, debtor and debtors-in-possession in the above-captioned cases (f/k/a In re Delphi Corporation, et al.) (collectively, the "Debtors") objected to (i) proof of claim number 10123 ("Claim 10123") filed by Heraeus Metal Processing, Inc. ("Heraeus Metal Processing,") and subsequently transferred to Contrarian Funds, LLC and (ii) proof of claim number 10393 ("Claim 10393," together with Claim 10123, the "Proofs of Claim") filed by Heraeus, Inc., Circuit Materials Division a/k/a Heraeus Cermalloy, Inc. and Heraeus, Inc., Cermalloy Division (collectively, "Heraeus Circuit Materials Division," together with Heraeus Metal Processing, the "Heraeus Entities") and subsequently transferred to SPCP Group, L.L.C., as agent for Silver Point Capital Fund L.P., and Silver Point Capital Offshore Fund, Ltd. pursuant to the Debtors' (I) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Claims With Insufficient Documentation, (B) Claims Unsubstantiated By Debtors' Books And Records, And (C) Claims Subject To Modification And (II) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452).

PLEASE TAKE FURTHER NOTICE that on October 6, 2009, the Debtors substantially consummated the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, As Modified (the "Modified Plan"), which had been approved by the United States Bankruptcy Court for the Southern District of New York pursuant to an order entered on July 30, 2009 (Docket No. 18707), and emerged from chapter 11 as DPH Holdings Corp. and its affiliated reorganized debtors (the "Reorganized Debtors").

PLEASE TAKE FURTHER NOTICE that Article 9.6(a) of the Modified Plan provides that "[t]he Reorganized Debtors shall retain responsibility for administering, disputing, objecting to, compromising, or otherwise resolving all Claims against, and Interests in, the Debtors and making distributions (if any) with respect to all Claims and Interests." Modified Plan, art. 9.6(a).

PLEASE TAKE FURTHER NOTICE that on June 8, 2010, the Reorganized Debtors filed the Notice Of Claims Objection Hearing With Respect To Debtors' Objection To Proofs Of Claim Numbers 10123 And 10393 (Heraeus Entities) (Docket No. 20232), scheduling an evidentiary hearing (the "Claims Objection Hearing") on the merits of the Proofs of Claim. The Claims Objection Hearing was scheduled for August 12, 2010, at 10:00 a.m. (prevailing Eastern time) in the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, Room 118, White Plains, New York 10601-4140.

PLEASE TAKE FURTHER NOTICE that on June 23, 2010, the Reorganized Debtors filed the Notice Of Adjournment Of Claims Objection Hearing With Respect To Debtors' Objection To Proofs Of Claim Numbers 10123 And 10393 Filed By The Heraeus Entities (Docket No. 20268) adjourning the Claims Objection Hearing to September 14, 2010, at 10:00 a.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE that on July 15, 2010, the Reorganized Debtors filed the Notice Of Rescheduling Of Fifty-Ninth Omnibus Hearing And Thirty-Seventh Claims Hearing (Docket No. 20417) rescheduling the Claims Objection Hearing to September 24, 2010, at 10:00 a.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE that on September 17, 2010, the Reorganized Debtors filed the Notice Of Adjournment Of Claims Objection Hearing With

Respect To Debtors' Objection To Proofs Of Claim Numbers 10123 And 10393 Filed By The Heraeus Entities (Docket No. 20600) adjourning the Claims Objection Hearing to October 21, 2010, at 10:00 a.m. (prevailing Eastern time).

PLEASE TAKE FURTHER NOTICE that pursuant to paragraph 9(a)(ii) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims, entered December 7, 2006 (Docket No. 6089) and the Twelfth Supplemental Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 9006, 9007, And 9014 Establishing (I) Dates For Hearings Regarding Objections To Claims And (II) Certain Notices And Procedures Governing Objections To Claims, entered July 16, 2010 (Docket No. 20426), the Claims Objection Hearing is hereby adjourned to December 16, 2010, at 10:00 a.m. (prevailing Eastern time).

Dated: New York, New York
October 14, 2010

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr.
John K. Lyons
Ron E. Meisler
155 North Wacker Drive
Chicago, Illinois 60606

- and -

Four Times Square
New York, New York 10036

Attorneys for DPH Holdings Corp., et al.,
Reorganized Debtors

EXHIBIT E

Company	Contact	Address1	Address2	City	State	Zip
FKMT		7500 College Blvd	Suite 900	Overland Park	KS	66210
FKMT f/k/a Monarch Transport LLC	Troy Renkemeyer	7500 College Blvd Suite 900		Overland Park	KS	66210
FKMT, LLC f/k/a Monarch Transport, LLC	Troy Renkemeyer	RCW Law Firm, LP	10975 Benson Dr Ste 570	Overland Park	KS	66210
Monarch Transport, LLC	Randy Shepperd	1616 Argentine Blvd		Kansas City	KS	66105
Monarch Transport, LLC		1616 Argentine Blvd	RMT CHG 5 11 05 CM	Kansas City	KS	66105
Monarch Transport, LLC		PO Box 413231		Kansas City	MO	64141-3231

EXHIBIT F

Company	Contact	Address1	Address2	City	State	Zip
Contrarian Funds LLC	Alisa Mumola	411 W. Putnam Ave.	Suite 225	Greenwich	CT	06830
Contrarian Funds LLC	David S. Rosner, Adam L. Shiff, Daniel N. Zinman, Daniel A. Fliman	Kasowitz Benson Torres & Friedman LLP	1633 Broadway 22nd Fl	New York	NY	10019
Liquidity Solutions	DBA Revenue Management	One University Plaza	Suite 312	Hackensack	NJ	07601
McDermott Will & Emery LLP	Nava Hazan	340 Madison Avenue		New York	NY	10173-1922
McDermott Will & Emery LLP	Peter M. Acton, Jr.	28 State Street		Boston	MA	02109